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AGREEMENT

BY AND BETWEEN

DUTCHESS COUNTY

AND THE

**CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO**

RECEIVED

MAY 12 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

CSEA

Dutchess County Unit
Dutchess County Local 814

January 1, 2001 – December 31, 2004

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THIS AGREEMENT, made this _____ day of September, 2002 by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "County"), and the **CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME/AFL-CIO, DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814**, having its principal place of business at 143 Washington Avenue, Albany, New York 12210 (hereinafter referred to as the "Union").

W I T N E S S E T H :

WHEREAS, it is the desire of the parties to this Agreement to negotiate collectively with regard to hours of work, wages, and working conditions in order to (a) promote a harmonious and cooperative relationship between government and its employees, (b) to protect the public by assuring, at all times, the orderly and uninterrupted operation and function of government, (c) to recognize the legitimate interest of the employees, (d) to promote fair and reasonable working conditions, and (e) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion, now, therefore, it is mutually agreed by and between the parties as follows:

ARTICLE I Definitions

The following words and terms as used in this Agreement shall have the following meanings:

"Anniversary Date" means the date on which an Employee is hired.

"Adjusted Benefit Date," means the date on which an Employee is hired, adjusted by adding any period of more than five consecutive days during which the Employee does not appear on the payroll. This date affects accrual of leave time and payment of health insurance premiums.

"Adjusted Longevity or Increment Date," means the date on which an Employee is hired, adjusted by adding any period of more than five consecutive days during which the Employee does not appear on the payroll. This date affects the eligibility dates for increment or longevity awards.

"County" means the County of Dutchess, and its units of government including Dutchess Community College.

"County Executive" means the chief executive officer of the County, as that office is defined and established in Article III of the Dutchess County Charter, and the President of the Dutchess Community College, as defined and established pursuant to Article XXXI of the Dutchess County Charter, or their designees.

"Employee(s)" means a member of the work force of the County of Dutchess who is duly appointed to the titles set forth in Appendix "A", annexed to and made a part of this Agreement.

"He" means she, pursuant to Section 22 of the General Construction Law.

"Union" means the Civil Service Employees Association, Inc., Local 1000, AFSCME/AFL-CIO, Dutchess County Unit, Dutchess County Local 814.

"Unit" means any department, office or division of County government as defined in the Dutchess County Charter or Administrative Code.

"Unit Head" means an officer or employee of the County charged with the responsibility of managing a Unit of County government, and includes a duly appointed designee where appropriate.

ARTICLE II

Recognition

Section 1. Representation

The County agrees that the Union shall be the sole and exclusive representative of all Employees described in Article III for the purpose of collective bargaining and grievances for the maximum period stipulated by the Public Employees Fair Employment Law. For the purpose of representation, the County shall limit access to County property only to representatives of the Union, except where required by law.

Section 2. Membership Dues

The County shall deduct from the wages of Employees and remit to the Union regular membership dues and such other Union insurance charges as may be mutually agreed upon by the County and the Union for those Employees who sign an authorization form permitting such payroll deductions.

Section 3. Agency Shop Fee

The County shall deduct from the wages of each Employee hired by the County who is not a member of the Union, an agency shop fee in accordance with the provisions of Section 208(3)(b) of the Civil Service Law. Such agency shop fee shall be deducted from the wages of such Employee within the first full payroll period after his date of employment. Agency shop fees shall be deducted and paid pursuant to the same procedures used in Section "2" of this Article, except that the County will separately designate, at the time of deduction, membership union dues and agency shop deductions.

The Union shall establish and maintain the following procedures providing for the refund to any Employee demanding the return of any part of the agency shop fee deductions which represent the Employee's pro rated share of the expenditures by the Union in aid of activities or causes only incidentally related to the terms and conditions of employment:

(a) An annual amount of 3% of the dues or agency shop fee paid by an individual shall be appropriated by the Union for political or ideological purposes. Any dues paying member of the Union or person paying an agency shop fee who objects to the appropriation of this portion of their payment for political or ideological purposes unrelated to collective bargaining shall have the right to object to such appropriation. An objector shall file written notice by registered or certified mail of his objection with the Union's State Treasurer during the month of each year so designated by the CSEA, Inc. Upon receipt of such objection, the Union's State Treasurer shall remit to the objector 3% of the dues or agency shop fee paid by the objector during the past 12 months.

(b) Any person paying an agency shop fee who asserts that the Union is expending more than the amount referred to in paragraph (a) for political or ideological purposes may file a claim for such additional sum with the Union's State Treasurer by registered or certified mail.

Section 4. No Strike Affirmation

The Union affirms that it shall not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike. It is further expressly agreed that the pledge herein recited is an essential element of consideration for this Agreement.

ARTICLE III **Collective Bargaining Unit**

Section 1. Definition of Unit

The County agrees that the Union is the sole and exclusive negotiating representative for the Employees of the County who are duly appointed to the titles listed in Appendix "A" annexed hereto and made a part of this Agreement.

Section 2. Modification of Unit

The definition of Unit may be modified during the term of this Agreement as follows:

- (a) By operation of law, when (i) a title is abolished, or (ii) a title is changed pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law, and the changed title is not deemed to be managerial or confidential.
- (b) By mutual agreement of the parties, pursuant to Article 14 of the Civil Service Law, when (i) a new title is created by the County pursuant to a classification proceeding authorized by Section 22 of the Civil Service Law, or (ii) when a title is changed pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law and the changed title is deemed to be managerial or confidential.

Section 3. Amended Appendices

Updated Appendices "A" indicating modifications of the Unit as authorized above shall be provided by the County to the Union on a quarterly basis.

ARTICLE IV **Compensation**

Section 1. Supporting Documents

Attached hereto and made a part hereof are the following documents:

- (a) Annual Salary Job Group Allocations (Appendix "B")
- (b) Annual Salary Schedule for 2000 (Appendix "C")
- (c) Annual Salary Schedule for 2001 (Appendix "D.1")
- (d) Annual Salary Schedule for 2002 (Appendix "D.2")
- (e) Annual Salary Schedule for 2003 (Appendix "D.3")
- (f) Annual Salary Schedule for 2004 (Appendix "D.4")
- (g) Longevity Schedule (Appendix "D.5")
- (h) Beeper Compensation Schedule (Appendix "D.6")
- (i) Rules for Administration of the Salary Plan (Appendix "E")

Both parties agree to adopt these documents as part of this Agreement in the manner set forth below.

Section 2. Salaries

(a) The salary schedule for 2001 (Appendix "D.1") reflects an increase over the 2000 Salary Schedule of Three (3%) percent.

(b) The salary schedule for 2002 (Appendix "D.2") reflects an increase over the 2001 Salary Schedule of an additional Three (3%) percent.

(c) The salary schedule for 2003 (Appendix "D.3") reflects an increase over the 2002 Salary Schedule of an additional Three (3%) percent.

(d) The Salary Schedule for 2004 (Appendix "D.4") reflects an increase over the 2003 Salary Schedule of an additional Three (3%) percent.

(e) Retroactive salary payments shall be paid to those employees on the payroll on the date of ratification or Employees who have retired (are being paid a NYS Retirement Pension) between the dates of January 1, 2001 and the date of final ratification or the estate of an Employee who died between the dates of January 1, 2001 and the date of final ratification. Retroactive payments shall be used to reduce any amounts owed to the County due to over payments or other reasons and are subject to recoupment without regard to the provisions of Article IV, Section 9.

Section 3. Shift Compensation

A work day will be broken into three shift periods and Employees working other than the daytime (first) shift shall receive additional compensation as noted below. All shift hours which overlap two designated shift periods will be recognized for pay purposes to be within that shift period wherein over 60% of the working hours are set.

(a) First shift - 6:00 a.m. to 6:00 p.m. - the base rate established by the salary plan.

(b) Second shift - 6:00 p.m. to 12:00 p.m. - the base rate established by the salary plan for first shift personnel, plus 5%.

(c) Third shift - 12:00 midnight - 6:00 a.m. - the base rate established by the salary plan for first shift personnel, plus 10%.

Section 4. Emergency Call-back Pay

An Employee called to come to work and who actually arrives at his worksite 4 or more hours before his regular work shift, shall be guaranteed a minimum of 3 hours pay plus actual travel time to and from work for all travel within Dutchess County. Travel time outside Dutchess County shall not be compensated. As much of the 3 hours as the Employee is required to work shall be considered overtime hours and shall be compensated at time and one half; the remainder, if any, of the guaranteed 3 hours and travel time shall be considered straight time and compensated as such. Unworked time shall be paid on a first shift basis. The following standards shall apply to emergency call-back situations:

(a) When an Employee is at work and requested to come back to work at a later time or date, this shall be considered pre-scheduled overtime and shall be compensated at regular overtime rates and not treated as emergency call-back.

(b) When an Employee is requested after the end of his regular shift (i.e. after he has punched out for the day) to come back to work prior to his next regular shift, he shall be compensated pursuant to the emergency call-back clause.

(c) When an Employee is ordered or requested to remain at work and work beyond his regular shift, this shall be construed as continuous overtime and shall be compensated at regular overtime rates.

(d) When an Employee is ordered to perform mandatory overtime on a non-continuous basis, that is to say if there is an interruption or break between the Employee's regular shift and the performance of the mandatory overtime and the Employee receives less than 12 hours notice, then this shall be treated as emergency call-back and shall be compensated pursuant to the emergency call-back clause of the agreement.

(e) Notwithstanding anything to the contrary set forth herein, if an Employee works from a vehicle as part of his job duties, that time shall be considered as time worked and compensated at time and one-half. He shall not, however, receive any additional travel time payments.

Section 5. Increments

(a) Increments based upon the annual step increment structure, as reflected in Appendices "D.1-D.4", shall be paid to qualifying Employees if awarded pursuant to the annual performance appraisal provided for in Section "6" of this Article IV. Employees will receive their increments effective on their adjusted increment date.

(b) If an increment is denied, the Unit Head shall review the Employee's performance during the subsequent 6 months to determine if the increment should be implemented at the end of that period. The subsequent decision shall not be subject to the grievance procedure.

(c) During the 6 month period subsequent to an increment award, if the Employee's performance diminishes to an unsatisfactory level, a Unit Head must follow the following procedure to reverse the increment award: The Employee must be advised of a performance deficiency in writing and given time to correct it. Subsequently, the Employee must be given formal counseling and be advised of his right to have a Union representative present at the counseling session. Increment reversal must be submitted to the Labor Management Committee and will become effective the first pay period following the approval of the Dutchess County Commissioner of Personnel.

Section 6. Annual Performance Appraisal

(a) The parties recognize that the County has implemented a comprehensive annual performance appraisal system. This system will be used as the basis for award or denial of increments, longevities, promotions, and other formal personnel action.

(b) During the term of this Agreement, the parties agree to discuss the development of more refined wage administration and performance appraisal systems.

Section 7. Longevity Payment

(a) Longevity payments after 10, 15, 20, 25 and 30 years of service shall be paid as set forth on Appendix "D5" to qualifying Employees if awarded pursuant to the annual performance appraisal provided in Section "6" above. If a longevity payment is denied, the

Employee's performance will be reviewed within each subsequent 6 months to determine if the longevity shall be implemented at that time.

(b) Employees will receive their longevity effective their adjusted longevity date.

(c) Employees hired on or after February 1, 1987 shall not receive longevity payments for 25 and 30 years of service.

(d) Effective January 1, 2003, the 25-year and 30-year longevity shall be reinstituted for Employees hired on or after February 1, 1987.

Section 8. On-Call Pay

(a) Employees who are required to carry a beeper and be available to respond on a 24-hour basis to job-related emergencies or urgent situations shall be compensated for each week of on-call assignment. A week of on-call assignment commences at 12:00 a.m. Saturday and ends on 11:59 p.m. Friday, 7 days later, unless alternate arrangements are made with the Unit Head.

(b) Compensation shall be based on the Employee's grade and frequency of on-call assignment as described in the Beeper Compensation Schedule (Appendix "D.6"). Compensation shall only be made when Employees are actually scheduled to be on-call. Employees who are required to carry a beeper and be available to respond on a 24-hour basis to job-related emergencies or urgent situations for less than a full week shall be compensated on a pro-rated basis.

(c) Employees may request beeper pay to be compensated as straight time compensatory time. The approval or denial of the Employee's request shall be in the sole discretion of the Unit Head. Full time Employees shall receive either seven or eight hours of straight time compensatory time, consistent with the basic workday of their title as defined in Article V, Section 1(a), for each full week of beeper pay. Employees may not either split a week of on-call pay between payment and straight time compensatory time nor earn straight time compensatory time for partial weeks of on-call pay. If straight time compensatory time is granted, it must be taken within 6 months of the date earned or it shall be converted to sick leave. The provisions in paragraph (c) will not be subject to the grievance procedure.

Section 9. Recoupment

Recoupment for overpayment or other reasons shall be made in accordance with the Stipulation of March 12, 1998, at the rate of \$50.00 per payroll instead of \$40.00 per payroll. See Appendix "J".

ARTICLE V **Workday And Work Week**

Section 1. Basic Workday and Work Week

(a) Full time Employees. The basic work week for office personnel is 35 hours per week, 7 hours per day, Monday through Friday. The basic work week for all other Employees is 40 hours per week, 8 hours per day, Monday through Friday.

(b) Part time Employees. The basic work week for part time Employees is one half the basic work week for full time Employees.

(c) Split Shift. No Employee will regularly be required to work a split shift.

(d) Non-Continuous Overtime. A Unit Head may direct an Employee to work in excess of 35 hours per week on a non-continuous basis provided the Employee is advised of the additional hours at least 12 hours in advance and given a specific time and date to report. Any hours worked between 35 and 40 hours shall be compensated on a straight time basis. Hours worked beyond 40 hours shall be compensated at time and one-half rates. These additional hours worked are not subject to compensation pursuant to Article IV, Section "4" Emergency Call-back Pay.

Section 2. Office Hours

Excluding legal holidays, all offices shall be open for the transaction of business from 9:00 a.m. to 5:00 p.m., Monday through Friday.

Section 3. Working Hours

In those Units where it is necessary to conduct certain functions or operations on a 24-hour basis daily or on other than a first-shift basis, the working days and hours of an Employee may be established by the County Executive. Should the County Executive determine in the future that it is necessary to operate a Unit on a 24-hour basis daily or on other than a first-shift basis, the impact of such determination on the affected Employees and their terms and conditions of employment shall be negotiated between the County and the Union.

Section 4. Record of Attendance

Daily time records, in form determined by the County, showing actual time worked, as well as all types of leave and vacation time earned by each Employee, will be maintained by the County.

Section 5. Flex Time

(a) A full-time Employee may submit a written flex time proposal on his behalf to the Unit Head. If the Unit Head and the Employee agree to a flex time proposal, it will be channeled through the Personnel Department to the Labor Management Committee for its review and recommendations prior to implementation.

(b) If the Unit Head denies the proposal, he shall submit the proposal and his response to the Labor Management Committee. The Labor Management Committee will review the proposal and make recommendations to the Unit Head. Upon its request, the Unit Head will submit the basis for his determination and/or the Employee will submit additional information to the Labor Management Committee to assist it in its review. All recommendations shall be advisory and non-grievable and not otherwise subject to administrative or judicial challenge. Recommendations must be supported by a majority of the full membership of the Committee.

(c) Flex time requests shall not be unreasonably denied.

Section 6. Alternate Work Week Program

(a) Due to the demonstrated need of titles in the Probation Officer series in the Department of Probation and Community Corrections to work outside the normal office hours set forth in Section "2" above, the County and the Union agree to develop an

alternate work week program in accordance with a separate stipulation between the parties. Only the titles in the Probation Officer series shall be included in the program. The program will be for a 6-month period, after which it shall be reviewed and any further changes negotiated between the County and the Union. The County shall have the right to discontinue the program with 30 days' notice. Should other departments develop a need to work outside the normal work week, on a consistent basis, they may submit their requests in writing to the Labor Management Committee.

Section 7. Shared Positions

(a) A Unit Head may establish shared positions in which two Employees share the work hours of a single position. In his discretion, a Unit Head may establish work schedules for shared positions, which, in the aggregate, are less than full time hours. He may assign those hours unequally. Combined work schedules, however, shall not exceed full time hours for the position without the prior approval of the Unit Head. The designation or elimination of a shared position by a Unit Head shall be subject to approval by the Commissioner of Personnel and that decision shall not be subject to a contract grievance. Incumbent full-time Employees must consent if they are reassigned to a shared position.

(b) Employees in shared positions shall be deemed hourly Employees for the purposes of this Contract and shall be paid and receive such benefits as provided for in Article X Section 13(b), (c) and (d) of the Collective Bargaining Agreement.

(c) An Employee in a shared position may elect to receive health insurance and shall contribute towards the premium cost of the applicable health insurance plan through payroll deductions. Notwithstanding any other Contract provisions to the contrary addressing Employee contributions for health insurance, an Employee in a shared position with an adjusted benefit date before July 1, 1979 shall contribute 50% towards the premium cost of the applicable plan and an Employee with an adjusted benefit date on or after July 1, 1979 shall contribute 60% towards the premium cost of the applicable plan.

(d) Employees in shared positions shall not be eligible for optical insurance but shall be eligible for dental insurance as provided in Article VIII, Section 3, and shall contribute for dental insurance as provided in Article X, Section 13(e) and 13(f).

(e) The Dutchess County Policies and Procedures Manual, Section 7, Policy Number 1, pages 1 through 2 dated 11/1/93 shall be revised to reflect the changes set forth above.

ARTICLE VI **Overtime**

Section 1. Straight Time, Compensatory Time, and Time and One-Half

(a) Office Employees. Except as otherwise provided in this Article, office personnel shall be compensated at straight time rates or receive straight time compensatory time for hours worked between 35 and 40 hours per week. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head, taking into consideration the Employee's needs. If straight time compensatory time is

granted, it must be taken within 6 months of the date earned or it shall be converted to sick leave.

(b) Office personnel who work over 40 hours per week shall be compensated at the time and one-half rate or receive time and one-half compensatory time. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head, taking into consideration the Employee's needs. If time and one-half compensatory time is granted, it shall be used prior to the utilization of any available straight time compensatory time, regardless of the dates either was actually earned. If time and one-half compensatory time is not utilized within 6 months of the date earned, it shall be paid to the Employee in the first payroll period of the seventh month.

(c) Other Employees. Except as otherwise provided in this Article, overtime for all other Employees is defined as all hours worked in excess of 40 hours per week. Overtime shall be compensated at the time and one-half rate and shall be granted in pay or time off, in the discretion of the Unit Head, taking into consideration the Employee's needs. If time and one-half compensatory time is granted, it shall be taken within 6 months of the date earned or it shall be paid to the Employee in the first payroll period of the seventh month.

(d) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Unit Head.

(e) Upon the death or separation of an Employee, the Employee's estate or the Employee shall be paid for all unused accumulated compensatory time.

Section 2. Excluded Titles

(a) The County and the Union agree to review titles to be excluded from the overtime provisions of the Fair Labor Standards Act. Titles mutually agreed upon are set forth in Appendix "F", which is annexed to and made a part of this Agreement, and which may be modified upon mutual consent. Titles on which the parties cannot agree shall be sent to the United States Department of Labor for a determination, which determination shall be binding.

(b) Any titles which are excluded from the overtime provisions of the Fair Labor Standards Act shall be paid at straight time rates or receive straight time compensatory time, in the discretion of the Unit Head, taking into consideration the Employee's needs, for all hours worked beyond 35 hours per week. If straight time compensatory time is awarded, it must be taken within 6 months of the date earned or it shall be converted to sick leave.

Section 3. Hourly Rate Computation

The hourly rate for salaried Employees shall be computed by dividing the Employee's annual salary by the number of work hours in the year.

Section 4. Holiday Work

(a) An Employee who is required to work on a holiday shall be paid at the rate of time and one half the hours worked. At the discretion of the Unit Head, taking into consideration the Employee's needs, an Employee may either be paid his normal day's

pay for the holiday or receive another day off, which will be known as an alternate holiday.

(b) If the alternate holiday is granted and an Employee is subsequently required to work on his alternate holiday, he shall be:

(i) Paid on a straight time basis, unless the alternate holiday hours combined with his regular worked hours for that week exceed 40 hours. All time over 40 hours shall be compensated at the time and one-half rate.

(ii) Paid according to the provisions under Emergency Call Back if he is required to work with less than 12 hours notice.

(iii) Allowed to cancel his scheduled alternate holiday and take it at a later date.

(c) The alternate holiday shall be taken by the end of the calendar year in which it is granted, or it shall be paid at year end within the normal payroll process.

Section 5. In Lieu Day

Should a holiday fall on an Employee's normal day off, he shall be granted some other day off with pay in lieu of the holiday. For compensation purposes, the in lieu day shall be considered the legal holiday. The in lieu day shall be taken by the end of the calendar year in which it is granted, or it shall be paid at year end within the normal payroll process.

Section 6. Work Week Computation

For the purpose of determining whether an Employee is entitled to overtime pay, an un-worked holiday, approved paid leave, or unworked compensatory time in an Employee's normal work week shall be considered as time worked.

Section 7. Overtime Pay Rate

Overtime shall be paid at the rate for the shift on which the Employee actually works the overtime.

Section 8. Distribution of Overtime

Overtime shall be rotated on an equitable basis among all qualified Employees within each Unit consistent with the most efficient operation of the Unit.

Section 9. Change of Work Hours

The County will not arbitrarily change the working hours of any Employee for the purpose of evading the overtime provisions of this Agreement.

ARTICLE VII **HOLIDAYS, VACATIONS, LEAVES**

Section 1. Holidays

- | | | |
|-----|------------------------|---------------|
| (a) | New Year's Day | Labor Day |
| | Martin Luther King Day | Columbus Day |
| | Lincoln's Birthday | Election Day |
| | Washington's Birthday | Veteran's Day |

Memorial Day
Independence Day

Thanksgiving Day
Christmas Day

(b) When a holiday falls on a Sunday, Employees will be entitled to the Monday immediately following for such observance. When a holiday falls on a Saturday, Employees will be entitled to the preceding Friday for such observance.

(c) Holiday observance at the Dutchess Community College shall be in accordance with this Article, except that holidays shall be scheduled by the College to coincide with the academic schedule.

(d) For those job classifications required to work on a 7 day schedule, Employees will observe all holidays on the actual date of the holiday.

Section 2. Vacations

(a) All Employees shall earn quarterly paid vacation on their adjusted benefit date based upon completion of each quarter year of continuous employment as noted below.

Days Earned Per Quarter of Continuous Employment				
During	First Qtr.	Second Qtr.	Third Qtr.	Fourth Qtr.
1st year	0	3	3	4
2nd - 5 th	2	3	2	3
6th - 11 th	3	4	4	4
12th - 15 th	4	5	4	5
16th - 20 th	5	5	5	5
21 years & over	6	6	6	7

(b) Unit Heads, in their discretion, will schedule vacation time taking into consideration the following factors: (i) Request of the Employee; (ii) Needs of the Unit and (iii) Seniority.

(c) An Employee may utilize vacation credits in minimum units of one hour. Employees shall be allowed to accrue vacation credits up to an amount not to exceed 45 days; accruals exceeding that limit shall be forfeited.

(d) Employees shall retain any earned vacation benefits if they transfer between Units within the County.

(e) Upon death, retirement or separation from the County in good standing, Employees will be paid the monetary value of accumulated unused vacation time in an amount not to exceed the maximum as specified in subdivision (c) above. If an Employee dies while employed by the County or retires from service on other than his adjusted benefit date, the County shall pay the pro-rated monetary value of vacation time from his previous adjusted benefit date to the date of death or retirement in addition to the monetary value of his accumulated unused vacation time up to the earned maximum as specified in subdivision (c) above.

Section 3. Sick Leave

Accumulated sick leave shall be used only for an Employee's personal illness, or an illness in his immediate family requiring him to be with his immediate family. For the purpose of this Section, immediate family means an Employee's husband, wife, children, mother or father. Sick leave will be accrued for an Employee at the rate of 1 day for each

month of continuous employment with unlimited accumulation. Sick leave may be taken in minimum units of one hour. The Unit Head may, in his discretion, require confirmation of the use of sick leave and its purpose from the Employee.

(a) Employees are responsible for reporting and justifying their use of sick leave. Advance notification of sick leave shall be given whenever possible. Notification of use of sick leave must be given no later than 1 hour after the Employee's normal time for reporting to work. In the event that the absence of an Employee would necessitate that a substitute be called in, the Unit Head may require earlier notification. However, in no case will an Employee be required to report sick leave more than two hours prior to the start of his work day. Sick leave will not be paid if the Employee fails to provide notice as set forth above.

(b) Before absence for personal illness or disability in excess of two continuous days may be charged against accumulated sick leave credits, a Unit Head may require proof of illness or disability. A Unit Head may also require that an Employee be examined at County expense by a physician designated by the County. However, where an illness is of a "very personal nature", the County will accept and pay for an examination by the Employee's personal physician.

(c) If an Employee has used 6 days of sick leave during the course of a 12 month period, a Unit Head may require the aforementioned proof or examination before any subsequent absence may be charged against accumulated sick leave credits. Such proof of illness shall be required for a 6-month period from the last used sick day, if the Unit Head provides written notice that the Employee has exceeded the above limitation.

(d) A Unit Head may require that an Employee who has been absent because of personal illness or disability be examined by a County designated physician prior to his return to work. Said examination shall be scheduled and performed within 10 working days after the Unit Head receives, in writing, notice from the Employee's physician that he is capable of returning to work and performing his normal duties without jeopardizing his own health and safety or that of his fellow Employees. In the event the examination does not occur within 10 working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. This examination will be paid for by the County and is intended to establish that the Employee is not disabled and can perform his normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees.

(e) When an Employee changes Units within the County service, his accumulated sick leave credits shall be transferred with him.

(f) If an Employee's service with the County is terminated for any reason, compensation will not be given for unused accumulated sick leave credits. If an Employee resigns and then returns to County service in a permanent position within one year of his resignation, any sick leave credits cancelled at the time of resignation will be reinstated.

Section 4. Personal Leave

The purpose of personal leave is to permit Employees to attend to personal affairs that cannot be accommodated during non-working hours. Each Employee shall be entitled to four personal leave days during each year.

(a) Personal leave may be taken in minimum units of one hour.

(b) Prior approval of personal leave must be obtained from the Unit Head. Approval or denial of personal leave shall be based upon the needs of the Unit for the services of the Employee. The nature of the Employee's personal business shall not be a factor.

(c) For presently serving Employees, four days personal leave shall be earned each January 1st. For new or reinstated Employees, personal leave days shall be earned on the date of employment on a pro-rated basis from the date of employment through December 31st of that year.

(d) Unused personal leave hours shall be added to the accumulated sick leave of each Employee at the end of each year.

(e) When an Employee moves between Units within the County service, his accumulated personal leave credits shall be transferred with him.

Section 5. Leave for Civil Service Examination; Interviews

Upon the request of an Employee, a Unit Head shall grant leave with pay for the purpose of taking a civil service examination, provided that the examination is for employment with the County and also cannot be scheduled during non-working hours. This Section shall apply to written, oral and performance tests, physical examinations and reviews. Employees called for an interview for possible inter-departmental transfer within the County service or an exit interview prior to leaving County service will be allowed time off with pay for such purpose.

Section 6. Leave for Court and Jury Attendance

When an Employee is officially summoned to be present at the courthouse for jury duty or is under subpoena to appear in court or before an administrative tribunal on a matter related to his job duties, he shall be granted leave with pay for such purposes. In the case of jury duty, the amount of pay shall be the difference between his daily rate of pay and the amount allowed by the court for jury duty.

Section 7. Military and Other Leaves Required by Law

A Unit Head shall grant any leave of absence, with or without pay, as is now or may be required by specific statutory authority, such as the Military Law.

Section 8. Workers' Compensation Leave

(a) An Employee who is absent from work because of occupational injury or disease, which results in an award of workers' compensation, shall be entitled to leave with full pay for the waiting period, which is not compensated by the Workers' Compensation Board. If the determination of the Workers' Compensation Board is that the injury or sickness did not arise during the course of employment, then the waiting period leave shall be charged against accumulated leave or, if no accumulated leave exists, shall be paid back to the County by the Employee. A determination by the Workers' Compensation Board as to whether or not an injury or sickness arose in the course of employment shall be final and conclusive as to the County and the Employee, subject to the right of judicial review. Before allowing any such leave with pay, a Unit Head may require proof of the nature of the occupational-injury or disease and proof of

the Employee's inability to return to work during this initial period. In addition, a Unit Head may require a physical examination, paid by the County, as a condition precedent to the Employee's return to work. Should the examination not occur within 10 working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. The purpose of the examination is to establish that the Employee is able to perform his own normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees. An Employee on workers' compensation leave as approved by the Workers' Compensation Board shall not be deemed off the payroll for the purpose of the definition of the terms adjusted benefit, increment or longevity dates as set forth in Article I hereof.

Section 9. Leaves of Absence Without Pay

The County Executive may, upon recommendation of a Unit Head, authorize a leave of absence, without pay, for a specified period of time not to exceed one year. All such leaves may, with the concurrence of the County, be terminated prior to their expiration.

Section 10. Child Care Leave

Upon request, on the birth or adoption of a child Employees are entitled to leave without pay for child care for a 6 month period. This leave may be extended for an additional 6 month period upon the recommendation of the Unit Head and approval of the County Executive. When both parents are County employees; the leave may be split into two (2) separate non-concurrent time blocks.

Section 11. Emergency Fire/Disaster Leave

Leave with pay shall be provided to duly appointed volunteer firefighters or members of volunteer ambulance rescue squads who must leave their jobs for an emergency, at the request of the commanding officer of the unit, or who are late for work because of involvement in a fire or rescue operation.

Section 12. Bereavement Leave

An Employee shall be granted 3 consecutive working days off with pay at the time of death in his family. For the purpose of this Section, the term "family" means an Employee's husband, wife, parents, children, grandchildren, grandparents, brothers, sisters, mother-in-law, or father-in-law, legal guardians, stepparents, stepchildren, stepbrothers or stepsisters.

ARTICLE VIII

Health Insurance; Dental; Optical; Retirement And Disability Insurance Plans

Section 1. Health Insurance for Current Employees

(a) The County shall participate in a traditional indemnity health insurance plan for the benefit of its Employees and their families known as the Dutchess County Government Employee Health Benefit Plan, a self-insured plan. This plan shall provide coverage which is the same as the coverage provided by Empire Blue Cross/Blue Shield

of Northeastern New York as it existed on December 31, 1989, including hospitalization and a major medical plan; however, such coverage shall be modified pursuant to subdivision (f) hereof as the parties have previously agreed through implementation of cost containment measures arising from the Health Insurance Advisory Committee. Effective January 1, 2003 the Plan co-pay for its preferred provider network shall increase from \$12 to \$15; shall reimburse up to twenty (20) mental health outpatient visits per year, forty (40) per life time, with 50% co-payment with a UCR maximum of \$125.00; and shall cover physicals with a maximum UCR of \$200.00 and birth control pills through a mail order program when medically necessary. The County shall provide the Union with 60 day's written notice of its intention to change to a health insurance carrier or thereafter to change health insurance carriers. Included in the notice will be all relevant information available concerning the proposed new carrier.

(b) As an alternative to the health insurance plan set forth in subdivision (a) above, the County shall offer Employees the right to participate in certain health maintenance organizations, including:

(i) Capital District Physicians' Health Plan (CDPHP) Co-10, MVP Co-10 Plus, GHI HMO Select (GHI) Co-Plan 10;

(ii) Effective January 1, 2003, CDPHP CO-15 in place of CO-10.

(iii) Effective January 1, 2003, MVP CO-15 Plus, in place of CO-10 Plus.

(iv) Effective January 1, 2003, GHI CO-Plan 15, in place of Co-Plan 10.

(c) The County shall contribute the following amounts towards the premium cost of the applicable health insurance plan set forth in subdivisions (a) and (b) above:

(i) For Employees with an adjusted benefit date prior to July 1, 1979 - 95% towards the premium cost of the applicable plan.

(ii) For Employees with an adjusted benefit date on or after July 1, 1979 - 85% of the premium cost of the applicable plan.

(iii) Employees shall contribute the balance in 24 equal payroll deductions.

(d) The County reserves the right to review health insurance for double coverage due to other family members being employed. An Employee who is eligible for health insurance coverage through the County and another public or private employer must elect coverage under only one of those plans. The Employee may have individual coverage for himself or family coverage for himself and some or all of his family under either plan, but the Employee may not have coverage for himself or any family member under both plans. Employees must fully cooperate with the County in implementing this provision.

(e) All Employees appointed to permanent budgeted positions working at least 17 1/2 hours per week with an expected term of employment of at least 6 months, shall be eligible for health insurance coverage. An application should be submitted as soon as possible after hiring. The effective date of coverage will be determined by the date of application with reference to the date of employment. If application for coverage is made during the first month of employment, the effective date will be the first day of the second month from the date of application. (See Appendix "G" for examples.)

(f) The County and the Union shall establish a Health Insurance Advisory Committee for the purpose of seeking effective and significant cost containment

measures to control the rising cost of health insurance coverage. Such measures may include, but are not limited to, changing deductible and co-insurance requirements, changing health insurance carriers, seeking a health insurance administrator, and deleting or changing portions of health insurance plans. The Committee shall meet at least monthly and may bring in additional parties to assist in their review.

(g) The Health Insurance Advisory Committee shall determine if office visits shall be compensated on a usual, reasonable and customary basis and if out-of-pocket maximums for families shall be increased to a maximum of \$6,000 for a three or more person family. The determination of the Committee shall be implemented.

Section 2. Health Insurance for Retired Employees and Surviving Spouses

(a) Employees who retire from the County, are receiving retirement benefits from the New York State Retirement System and have the County retirement service credit years with County government, shall have the option to elect contributory health insurance coverage from the County based on the following schedule:

<u>County Service Credit Years</u>	<u>County Share of Coverage</u>	
	<u>Individual</u>	<u>Dependent</u>
10 - 14 years	50%	35%
15 - 19 years	60%	45%
20 - 24 years	70%	55%
25 years or more	80%	65%

(b) Surviving spouses receiving health insurance coverage through a retired Employee as described above shall have the option to continue either individual or dependent health insurance coverage with the County on a contributory basis. The County will pay 50% towards the cost of individual coverage. The surviving spouse shall pay the balance of the individual coverage premium cost. In the event the surviving spouse elects dependent coverage, the surviving spouse shall be responsible for the total cost of dependent coverage.

Section 3. Dental Plan

(a) Pursuant to and in accordance with the terms of an agreement negotiated between the County and the CSEA Employee Benefit Fund, the County shall provide a non-contributory dental plan to the Employees and their families known as the Dutchess Dental Plan (E.B.F.).

(b) All Employees appointed to permanent positions working 17 1/2 hours or more shall be eligible for dental plan coverage two (2) months following the end of the first month of their employment, provided the term of their employment is for 6 months or more.

(c) The County reserves the right to review dental insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

Section 4. Optical Plan

(a) The County shall continue to provide a non-contributory optical plan for all full-time employees and their families substantially equal to the plan presently known as "CSEA Employee Benefit Fund Vision Plan." Effective January 1, 2003, the "CSEA Employee Benefit Fund Platinum Plan" shall be substituted for the "CSEA Employee Benefit Fund Vision Plan." The County is not obligated to purchase the plan from the CSEA Benefit Fund.

(b) The County reserves the right to review optical insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

(c) All full-time Employees appointed to permanent positions shall be eligible for optical coverage two (2) months following the end of the first month of their employment provided the term of their employment is for six (6) months or more.

Section 5. Retirement Plans

The County shall continue to participate in the retirement plan provided in Sections 75-g and 41(j) of the New York State Retirement and Social Security Law, as in effect in 1973. In addition, the County shall continue to participate in a retirement plan provided in Section 60(b) of the New York State and Social Security Law. The County will offer a retirement plan pursuant to Section 75(i) of the New York State Retirement and Social Security Law, as the same was in effect in 1990.

Section 6. Disability Insurance

(a) The County shall continue to provide disability insurance through a private provider and not pursuant to the New York State Workers' Compensation Law, for all Employees on the payroll and appointed to permanent positions with a work commitment of 6 months or more. The disability insurance plan shall provide substantially those benefits as set forth in Appendix "I."

(b) From on or about January 1996 through December 31, 1997, the County shall pay 68% (up to \$5.10) per month of the premium for each eligible Employee and each eligible Employee shall pay 32% (up to \$2.40) per month of the premium through payroll deduction.

(c) After December 31, 1997, the parties shall continue to share premium costs in the same proportion, provided, however, the County share shall never exceed \$6.80 per month per eligible Employee. All premium costs above \$6.80 per month otherwise attributable to the County shall be paid by each eligible Employee. In such event, the parties agree to reopen negotiations solely on the issue of shared premium costs for disability insurance.

(d) Eligible Employees shall be enrolled in the disability insurance plan after 1 calendar month has elapsed from the close of the calendar month in which they were hired and thereafter shall immediately be eligible for benefits.

(e) Employees may not draw disability insurance benefits for any period or disability for which they were eligible for workers' compensation benefits.

(f) Employees may use benefit time to supplement their disability payments either for any applicable waiting period or to bring payments to 100% of base salary.

(g) Benefit time used for a period covered by the disability insurance plan shall be proportionately credited to the Employee when and if the County is reimbursed for the disability payment. Benefit time shall be credited to the Employee in the same sequence and category (sick, personal, and the like) as the time taken. It shall be credited in the same proportion the dollar disability reimbursement to the County bears to the dollar benefit time payment made to the Employee. Accordingly, if the disability reimbursement to the County is less than 100% of the benefit time payment to the Employee, then the time credited to the Employee shall be proportionately less than 100% of the benefit time taken.

ARTICLE IX

Tenure

Section 1. Rights of Non-Competitive and Labor Classes

(a) Permanent Employees in the non-competitive and labor classes shall be granted rights pursuant to Section 75 of the Civil Service Law upon completion of 12 months continuous and satisfactory service.

(b) Any Employee, whether in the competitive, non-competitive or labor classes, who has obtained Section 75 rights by statute or this contract, against whom removal or other disciplinary action is proposed shall, on service of charges and disciplinary proposals upon him by the County, either (i) answer and demand a hearing; or (ii) accept the removal or other disciplinary proposals contained in the charges.

An Employee who does not answer and demand a hearing within ten (10) days of service of charges and disciplinary proposals upon him and his Union, shall be deemed to have waived any right to a hearing and deemed to have accepted the removal or other disciplinary proposals sought in the charges. Service upon the Union shall be to the President at the unit CSEA office. The Union shall advise the County of any change in its address.

If service is not made on the Union, the preceding waiver shall not apply.

Section 2. Layoffs.

In the event of a layoff, non-competitive and labor class Employees shall be laid off by seniority based on first permanent appointment in the classified service with the County, followed by continuous service in the classified service with the County on a permanent basis up to the time of abolition or reduction of the non-competitive or labor class positions. Such Employees may retreat to positions they previously held on a permanent basis in the non-competitive or labor classes if the present incumbents of those positions have less seniority. Such Employees shall be recalled in order of seniority for a period of 2 years from the date of the layoff to a position in the non-competitive or labor classes which they previously held on a permanent basis. For purposes of this Section, the layoff unit will be defined in Article "1" as "Unit" and all titles will be defined in Appendix "A".

ARTICLE X
Miscellaneous

Section 1. Merit Award Program

The County agrees to maintain a merit award program as authorized by Section 88-a of the General Municipal Law. Under the program, all Employees shall have the opportunity to offer suggestions relative to the improvement of County services and working conditions.

Section 2. Tuition Payments; Tuition Waivers

(a) The County agrees to reimburse tuition payments at Dutchess Community College, BOCES, local high school evening divisions, public secondary institutions, or at any college or university (if the course is not available at Dutchess Community College), for Employees who have taken and successfully complete job-related courses which will improve the skills of such Employees. Reimbursement shall be subject to approval of a committee composed of the County Executive, plus two members of management appointed by the County Executive and two Employees appointed by the Union. All applications for tuition payment reimbursement shall be submitted on or before dates determined by the committee, which shall meet five times annually to review and act upon such applications. During each contract year, the total of all approved tuition payment reimbursements shall not exceed \$30,000.00.

(b) Beginning on December 31, 2001, the County shall offer a tuition waiver, exclusive of all fees, books, and the like, to any Employee appointed to a permanent position who enrolls in a credit course(s) for credit, on a space-available basis at Dutchess Community College. To be eligible for a tuition waiver, the employee must complete normal registration procedures as determined by Dutchess Community College.

An Employee must adhere to and abide by all academic regulations of the College.

Neither the County nor the College will have any obligation to expand class size beyond the prescribed enrollment maximums or add additional classes to accommodate a tuition waiver Employee. The parties agree that this program will continue as long as State funding for the enrolled participants is received.

Section 3. Meal Payments

The County shall provide a payment for meals for Employees working over and above a full-time workday in accordance with the following schedule:

(a) For work performed immediately following an Employee's regular or scheduled full-time workday:

- (i) First complete 2 hour period - \$5.75
- (ii) The next succeeding complete 6 hour period - \$3.50
- (iii) Each succeeding complete 4 hour period thereafter - \$3.50

(b) For work performed immediately before an Employee's regular or scheduled full-time workday:

- (i) First complete 2 hour period - \$1.80
- (ii) The next preceding complete 6 hour period - \$3.50
- (iii) Each preceding complete 4 hour period - \$3.50

(c) Emergency call-back:

(i) For each complete 4 hours period up to next workday - \$3.50

(d) Prescheduled non-continuous overtime:

(i) For each complete 4 hour period - \$3.50

(e) Present IRS Regulations provide that meal payments made without a receipt are taxable income. If an Employee submits a receipt for meal payments referenced in this Section, the Employee shall be paid the amount shown on the receipt up to the amount otherwise designated in this Section. The balance, if any, between the amount shown by the receipt and the amount provided for in this Section, shall not be reimbursed. Meal payments made without a receipt shall be paid in accordance with (a), (b), (c) and (d) above and will be considered taxable income as provided by IRS Regulations. IRS Regulations are subject to change.

Section 4. Mileage

Employees required and authorized by their Unit Head to use their personal vehicle on County business shall be reimbursed a mileage allowance payment of 26¢ per mile, and effective January 1, 2003, the payment shall be at the IRS mileage reimbursement rate, upon submission of a voucher in acceptable form.

Section 5. Out-of-County Travel; Conference Attendance; Reimbursement

(a) Authorization by the Unit Head, subject to approval by the County Executive, of all out-of-county travel or attendance at conferences, in-service training sessions, or other meetings is required. No additional compensation shall be paid to Employees for out-of-county travel or attendance at these conferences, training sessions or meetings, except when an Employee is directed by his Unit Head, subject to approval by the County Executive, to attend a meeting, conference or training session as a part of his job duties, he shall receive compensatory time for travel to and from the conference, meeting, or training site when such travel time is over and above his regular work day. Reimbursement for actual and necessary expenses incurred shall be paid upon the submission of vouchers within thirty days after incurrence of the expense. The County will reimburse the Employee within 30 days of receipt of voucher in acceptable form and will provide a copy of the voucher to the Employee. Allowable expenses include mileage or other travel expenses, food, lodging, tolls, conference and tuition fees. Receipts for all expenses except mileage are required.

(b) Payment for meals is subject to the following limitations:

Breakfast - if departure is prior to 7:00 AM,

Lunch - if outside of County on County business between 11:00 a.m. and 2:00 PM,

Dinner - if arrival at home is after 7:00 PM.

(c) Payment for meals may be made without a receipt in the following amounts:

Breakfast: \$3.50;

Lunch: \$5.00;

Dinner: \$9.75.

(d) When an Employee is requested by a Unit Head to attend an in-county function and meals are an integral part of that function, the Employee shall be compensated for meal expenses associated with the function. The Employee shall be

notified in advance of approval to attend the function and advised that compensation for meals will be made.

(e) When an Employee is assigned, as a regular part of his duties, by a Unit Head, to attend a job-related event, either in-County or out-of-County, and meals are an integral part of that event, the Employee shall be compensated for meal expenses associated with the event. The employee shall be notified, in advance, of approval to attend the event and advised that compensation for meals, subject to any restrictions designated by the Unit Head, will be made.

(f) Present IRS Regulations provide that meal payments made without a receipt are taxable income. If an Employee submits a receipt for the meal payments referenced in this Section, the Employee shall be paid the amount shown on the receipt up to the amount otherwise designated in this Section. The balance, if any, between the amount shown by the receipt and the amount provided for in this Section shall not be reimbursed. Meal payments made without a receipt shall be paid in accordance with (b) and (c) above and will be considered taxable income as provided by IRS Regulations. IRS Regulations are subject to change.

Section 6. Promotion

In the filling of promotional vacancies, it is the County's policy to give primary significance to the Employee's Performance Appraisal. It is also the County's policy to give significant consideration to the length of service an Employee has given to the County, reserving to itself the right to make such promotional appointments in its own discretion.

Section 7. Uniforms, Work Clothes and Tool Allowance

(a) The County shall continue to provide protective work clothes for those positions presently identified as requiring such clothing. The County reserves the right subject to law to identify in the future other positions, which would warrant protective work clothes.

(b) The County reserves the right to require any group of Employees to wear a designated uniform. In that case, the County shall provide two sets of uniforms for winter and summer. Employees shall be responsible for every day cleaning, maintenance, and minor repair of uniforms. The County shall replace worn out uniforms or uniforms damaged beyond repair through no fault of the Employee.

(c) The County shall pay \$150.00 per year to each Automotive Mechanic, Construction Equipment Mechanic I and Construction Equipment Mechanic II, to purchase new, replacement and/or additional tools for use in the course of employment.

(d) Each Airport Maintenance Mechanic II and the Airport Maintenance Supervisor shall provide, at his own expense, an appropriate set of tools, as determined by the Unit Head, for use while employed by the Department of Aviation. These tools shall be available for use during working hours and may be secured on County property upon approval of the Unit Head. Should any Employee provided tool fail during normal use, the County shall replace the tool with one of equal quality, provided the tool is not covered by an outside warranty.

(e) Newly hired employees of the County Health Care Facility shall be eligible for a uniform allowance following completion of 6 months of service, which shall be paid

on a pro-rated basis through a separate check for the balance of the current calendar year. All other nursing, dietary and physical therapy Employees shall be paid a \$200.00 uniform allowance per calendar year through a separate check in January of each year.

Section 8. Deductions

The County will make no deductions from an Employee's wages without prior written notification as to the purpose and amount.

Section 9. Alternate Civil Service Examination Dates

The County shall arrange with the New York State Civil Service Commission to make available alternate examination dates in accordance with the policy adopted by the Commission.

Section 10. Parking

The County shall provide parking for County vehicles driven by Employees and for private vehicles when Employees are required to use them on a regular basis for County business. Regular use is defined as utilizing their personal vehicle at least 40% of the working time during a month. In cases where no County spaces are available, reimbursement will be made based on the actual cost of the parking facility where the Employee parks, to a maximum of \$35.00 per month. The Employee will submit a voucher on a monthly basis, with receipts for parking and evidence of daily mileage during the month, to his Unit Head. The County will reimburse the Employee within 30 days of receipt of a voucher in acceptable form and will provide a copy of the voucher to the Employee.

Section 11. Work Locations

The County agrees to maintain or cause to be maintained, all work locations including leased work sites in a safe and sanitary condition.

Section 12. Curtailment of Services; Contracting Out

(a) Curtailment of Services. In the event the County decides it is necessary to curtail the services of Employees, it will negotiate the impact of such curtailment. The County will abide by the Civil Service Law and other applicable provisions of this Agreement in the layoff of competitive class Employees.

(b) Contracting Out. The County will not exercise its right to contract work out if the result of contracting out is the layoff or discharge of then existing Employees. However, if the County determines it has a need to contract out services that would cause the layoff of Employees, the County and the Union will discuss such contracting out in order to attempt to resolve the issue mutually, and, if mutually agreed, the County may proceed with such contracting out.

Section 13. Benefits and Leave for Employees Paid on an Hourly Basis

(a) Employees paid on an hourly basis include only the following:

(i) "part time Employees": all Employees regularly working at or less than half the normal work week.

(ii) "hourly Employees": all Employees regularly working more than half of the normal work week, but less than full time.

(iii) "hourly temporary Employees": all Employees appointed to temporary positions.

(b) Subject to Article IV, Section "5" of this Agreement, part time and hourly Employees shall be eligible for annual increments, provided they earned a minimum of 30% of the regular full time salary for the position every pay period of the previous year. Part time and hourly Employees shall be eligible for a longevity, provided they earned a minimum of 30% of the regular full time salary for the position each year prior to the longevity award. The hourly rate shall be computed in accordance with Article VI, Section "3" of this Agreement.

(c) All Employees paid on an hourly basis shall accrue sick days, vacation, personal days and holiday credits on a pro-rata basis. Personal days, holidays and sick leave will become available at the end of each calendar quarter to each Employee who works continuously throughout that quarter. Vacation leave will become available consistent with Article VII, Section "2" of this Agreement. If an Employee paid on an hourly basis converts to a full time annual basis, the County shall (i) credit the Employee with the respective pro-rata vacation time as defined above and (ii) place the Employee on the appropriate vacation schedule. Any holiday balances will be credited to the Employee's sick leave accruals.

(d) Employees paid on an hourly basis are also eligible for other benefit leaves in pro-rata amounts not to exceed their normal work schedule.

(e) Employees with an adjusted benefit date prior to January 1, 1991 who work a minimum of half the regularly scheduled work week shall be eligible for health insurance coverage, provided they contribute towards the premium cost pursuant to Article VIII, Section "1" of this Agreement. These Employees will be eligible for fully paid dental insurance.

(f) Employees with an adjusted benefit date after January 1, 1991 who work a minimum of half the regularly scheduled work week, but less than a full work week, shall be eligible for health insurance and dental insurance coverages. The County will contribute 50% towards the premium costs of the coverages. The balance will be paid by the part time or hourly Employee electing the coverage(s).

Section 14. Past Practice

The parties agree that the term past practice shall mean a condition of employment existing on or prior to January 1, 1982, but not addressed by the terms of this Agreement, provided to an Employee or a group or class of Employees as a matter of practice by the County. The parties further agree that there shall be no past practices created after January 1, 1982; that if a term or condition of employment is not addressed in this Agreement, it shall not be considered binding on the County.

Section 15. Employee Fitness Program.

The County agrees to pay \$500.00 per contract year to an interest bearing account for the purpose of employee fitness programs. The funds shall be distributed by the Personnel Department after receipt, review and approval of written proposals from authorized Union executive committee.

Section 16. Deferred Compensation

A plan for Employee participation in a deferred compensation program has been established by the County in accordance with, and subject to all necessary procedures and approvals required by federal and state agencies. The plan shall be administered by the Finance Department according to the rules and regulations prescribed by the State of New York.

Section 17. Notice Upon Separation

Psychiatrists and other professional Employees with responsibility for treating patients shall be required to serve a notice of 20 working days to the Unit Head prior to separation from service with the County. Failure to give notice will result in an assessment of an amount equal to two (2) weeks salary as liquidated damages. Affected titles are listed in Appendix "H". Arrangements may be made to waive this requirement upon consultation with the Unit Head.

Section 18. Child Care

The County and the Union agree to form a joint committee consisting of 3 management representatives and 3 Union representatives to investigate the feasibility and the need to provide child care for County employees.

Section 19. County Vehicles

(a) Employees shall not be permanently assigned County vehicles. At the discretion of the Unit Head, Employees may be required to either utilize County vehicles or their own personal vehicles during working hours.

(b) Based on County policy, the Unit Head may temporarily assign County vehicles to specific Employees. Such assignment will not represent an entitlement to any Employee. Unassigned County vehicles shall be left on County premises during non-working hours.

(c) In the discretion of the Unit Head, Employees who are regularly assigned to be on-call may be temporarily assigned a County vehicle for use during the on-call period.

Section 20. Direct Deposit

The County will offer direct deposit for Employee paychecks, subject to the following restrictions:

(a) The implementation of this program is subject to a single Dutchess County bank, designated by the County, willing to act as an originating Depository Financial Institution for banks within the County who accept direct deposit relationships and are permitted to receive municipal deposits.

(b) The County's only responsibility shall be to comply with normal banking clearing house requirements to make paycheck funds available for direct deposit on payday mornings.

(c) Each Employee must elect direct deposit of his entire net check to a single banking institution if direct deposit option is chosen. If a problem occurs with a paycheck, it will not be corrected until the next paycheck.

(d) The County shall not be responsible for any fees or processing charges required to ensure direct deposit of paychecks. Any and all fees or processing charges will be borne by the Employee electing the direct deposit option.

(e) The County shall not be responsible for bank postings or accounting records in any Employee's account, even if an Employee changes banking options. Employees will be responsible for any charges as a result of insufficient funds or late transfer of funds.

(f) Changes to a previously elected direct deposit option may be made on a monthly basis. Changes will be effective the first full payroll period of the following month, provided the change request is received by the Finance Department by the 5th of the previous month. The County shall be responsible to ensure that Employee elected changes are sent through normal banking procedures.

Section 21. Flex 125 Plan

(a) The County will offer a Flex 125 Plan to those Employees who contribute toward their health, dental or optical insurance coverages. Employees must submit a written request to the applicable Finance Department during the open enrollment period electing the option and authorizing the County to process contributions as pre-tax deductions pursuant to the Internal Revenue Service rules and regulations. The open enrollment period will be the month of November.

(b) Future elections to a Flex 125 Plan may only be made during the annual open enrollment period; except that new Employees may elect to participate in a Flex 125 Plan at the same time they elect medical insurance coverage, which requires a premium contribution.

(c) Changes in election must be made in conformance with Internal Revenue Service rules and regulations, or the Employee will assume responsibility for any and all penalties, which may be assessed by the Internal Revenue Service.

(d) Continuation or modification of the Flex 125 Plan is subject to change depending upon Internal Revenue Service rules and regulations.

Section 22. Flexible Spending Plan

(a) The County will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualifying costs for dependent day care, elder care and handicapped care by allowing Employees to make pre-tax deductions for these purposes. Employees must submit a written request to the Finance Department electing the option and authorizing the County to process their contribution as pre-tax deductions pursuant to Internal Revenue Service rules and regulations. The open enrollment period will be the month of November or for thirty days following a change in family status as defined by the Plan Document.

(b) Future elections to a flexible spending plan may be made annually during an election period designated by the Commissioner of Finance, except that new Employees may elect to participate during a period specified by Internal Revenue Service rules and regulations.

(c) Changes in election must be made in conformance with Internal Revenue Service rules and regulations, or the Employee will assume responsibility for any and all penalties, which may be assessed by the Internal Revenue Service.

(d) Continuation or modification of the Flex 125 Plan is subject to change depending upon Internal Revenue Service rules and regulations.

Section 23. One Hour Reporting Time Standard

(a) Pursuant to Section 139 of the New York State Highway Law, the County has a non-delegable duty to maintain its highway system in a safe and passable condition. It is essential to the efficient performance of this duty that any employee who participates in the performance of snow and ice control operations report to their assigned work site, especially during inclement weather (snow and ice conditions) within one hour from notice to do so. To report to work means an employee arrives at the site prepared to work and so notifies his supervisor within the designated time frame. Except under emergency or extenuating circumstances, the above-mentioned one hour reporting requirement shall apply only during the snow and ice control season.

(b) All Employees of the Department of Emergency Response shall report to their work site within one hour from notice to do so. To report to work means an employee arrives at the site prepared to work within the designated time frame.

Section 24. Defensive Driving Courses

Effective January 1, 1997, the standard and procedures set forth below shall supersede any past practice, policy, procedure or contract language of the parties to the contrary.

The County may offer defensive driving courses and require that certain Employees attend and participate as part of their job duties. Any Employee, who uses an automobile at least once a month on County business, shall be eligible for a defensive driving course when offered. Subject to available course space, each Unit Head may, in his discretion, assign certain Employees from among eligible Employees to take a defensive driving course.

The Unit Head may, in his discretion, permit other Employees who have requested permission to attend a defensive driving course but do not meet the standards set forth above, to do so subject to available course space. Such Employees may use benefit time or may attend when not scheduled to work subject to available course schedules.

Any Employee who requests a certificate of participation for his or her personal use, shall pay the administrative costs to obtain such certificate

Section 25. Alcohol and Drug Abuse Policies and Procedures

The Alcohol and Drug Abuse Policies and Procedures are set forth on Appendix "K".

ARTICLE XI

Grievance Procedure

Section 1. Definitions

As used herein, the following terms shall have the following meanings:

(a) "Grievant" shall mean an Employee alleging a grievance.

(b) "Grievance" means, except when an alternate remedy is provided by law, a claimed violation, misinterpretation, or misapplication of the terms of this Agreement, the rights claimed thereunder, or a past practice as limited in Article X (14), except that decisions regarding reclassification or reallocation pursuant to Article XIV shall not be subject to the grievance procedure.

(c) "Immediate Supervisor" shall mean the Employee or officer on the next higher level of authority above the grievant in the Unit wherein the grievance exists, who normally assigns or supervises the Grievant's work and approves his time record or evaluates his work performance.

(d) "Decision" shall mean the recommendation or ruling on, or disposition of a grievance made by an immediate supervisor, the Unit Head or the County Executive.

(e) "Days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Section.

Section 2. Declaration of Basic Principle

Every grievant shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to elect to be represented by a person of his own choosing, at no cost to the County, at all stages of the grievance procedure. However, only designated officers or Union representatives will be released from their work site on County time to perform these duties of representation.

Section 3. Initial Presentation

(a) Grievant must present his grievance to his immediate supervisor, in writing, in accordance with paragraph (d) hereof, within 20 working days after the grounds for the grievance occur or the grievance shall be deemed time-barred and shall be rejected. In the case where the grounds for the grievance are continuing, relief may be applied retroactively only for 20 working days prior to the commencement of the grievance.

(b) The immediate supervisor shall discuss the grievance with the grievant, make such investigation as he deems appropriate and consult with his superiors to such extent, as they deem appropriate, all on an informal basis.

(c) Within five days after presentation of the grievance, the immediate supervisor shall make his recommendation and transmit same, in writing, to the grievant or his representative, and the Unit Head.

(d) The grievance shall consist of a written statement signed by the grievant containing the following:

(1) The name, residential address, and department of employment of the grievant.

(2) The name and department of employment of each other Employee or official involved in the grievance.

(3) The name and address of the Employee's representative, if any, and his department of employment if he is a fellow Employee.

(4) A concise statement of the nature of the grievance, the facts relating to it, including, without limitation, the time and date it arose.

Section 4. Second Stage

(a) If a grievant is not satisfied with the recommendation made by his immediate supervisor, he may, within 5 days thereafter, request a review and determination of his grievance by the Unit Head. Such request shall be made in writing and shall be served upon the Unit Head. Thereupon, and within 5 days after receiving such request, the Unit Head may request the immediate supervisor to submit a written statement of his information concerning the specific nature of the grievance and facts relating to it.

(b) The Unit Head may, and, at the request of the grievant shall, hold an information hearing within 10 days after receiving the written request and statement from the grievant. The grievant, and his representative, if any, may appear at the hearing and present oral or written statements or arguments.

(c) Within 10 days after the close of the hearing, or within 10 days after the grievance has been submitted to him if there is no hearing, the Unit Head shall make his recommendation in writing and serve the same on the grievant, the Grievant's representative, if any, and the County Executive.

Section 5. Third Stage

(a) The grievant may appeal the recommendation of the Unit Head within 10 days after notice of such recommendation. The appeal shall be taken by submitting to the County Executive a written statement signed by the grievant.

(b) The County Executive may request the Unit Head to submit within 10 days a written statement of facts, including a summary of the record of the hearing, if there was a hearing, and the original or a true copy of any other record or document used by the Unit Head in making his decision.

(c) The County Executive shall hold a hearing within 10 days after receiving the written request for review. He shall give at least 5 day's notice in writing of the time and place of such hearing to the grievant, or the Grievant's representative, if any, and the Unit Head, all of whom shall be entitled to be present at the hearing.

(d) The hearing may be adjourned from time to time by the County Executive for a total of no more than 10 days, or by mutual consent of the parties.

(e) The County Executive shall not be bound by the formal rules of evidence.

(f) A written summary shall be kept of each hearing held and shall be provided to the Union upon request.

(g) The County Executive shall make his report in writing within 10 days after the close of the hearing. He shall immediately file his report and send a copy of the same to the grievant, or the Grievant's representative, if any, and the Unit Head. The report shall include a statement of the County Executive's finding of fact, conclusions and recommendations.

Section 6. Fourth Stage

If the grievant is dissatisfied with the decision of the County Executive, the grievant may within 20 working days submit any grievance under this Agreement to binding arbitration under the rules of the American Arbitration Association, at equal expense to both parties.

Section 7. Waiver or Extension of Time; Time for Discussions and Hearings

(a) The time limitations for presentation and resolution of grievances as provided herein may be waived or extended by mutual agreement of the parties involved.

(b) No employee organization other than the Union will be allowed to initiate or represent a grievant in the processing of grievances.

(c) All proceedings pursuant to this Article shall be held, to the extent practicable, during regular working hours.

ARTICLE XII

Union Rights

Section 1. Union Representatives

(a) The County recognizes the right of the Employees to designate specific representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit Employees during working hours, subject to work requirements of the County. The Union representatives shall consist of the following: 30 shop stewards and 5 officers who shall be the sole representatives of the Union authorized to carry out such duties. Only representatives designated by the Union President shall be permitted a reasonable amount of time free from regular duties to fulfill their obligations. A listing of representatives shall be given to the County Executive in January of each year and within 30 days of any change. Time required for such representation must be reported to the Unit Head on at least a weekly basis. Such representatives shall be permitted to appear at public hearings before the County Legislature.

(b) The Union President shall be allowed one-half of his normal work week to conduct Union business. The President's work load shall be reduced accordingly. -

Section 2. Union Delegates

Certain representatives of the Union shall be allowed time off with pay and without charge to accumulated leave time for the purpose of attending State Union meetings. The Union shall notify the County Executive of the Employees designated as representatives. At least two weeks prior to a meeting, the Union shall notify the County Executive, in writing, of the date, time, place and purpose of the meeting, and shall identify the individual representatives for whom time off is requested. The County reserves the right to deny the time off request with regard to any individual Employee if the County determines that his presence is required for the proper functioning of his Unit. An aggregate total of 85 days shall be allowed per calendar year for this purpose.

Section 3. Union Office Space

The County agrees to provide office space within the County Office Building complex for the Union's records and for the conduct of business.

Section 4. Personnel Changes

The Commissioner of Personnel, upon receipt of the Personnel Change form will deliver one copy to the Union.

Section 5. Payroll

The County will provide the Union with a copy of the last payroll in each calendar quarter as soon as it becomes available. The County will also provide the Union with a copy of the proposed budget and adopted budget from the first printing.

Section 6. Legislative Meetings

The agenda and copies of all resolutions of the County Legislature will be forwarded to the Union office at the same time it is sent to members of the Legislature.

Section 7. Job Specifications

Upon request, the Commissioner of Personnel shall furnish to the Union president and the affected Employee a copy of his class specification and duties under the job title in which he is employed. Every new Employee shall automatically receive a copy of said specification and duties upon hiring. In the event that any class specification is subsequently changed, each Employee so affected will receive a copy of the change.

Section 8. Union Notices

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the County, subject to the approval of the contents of such notices and communications by the County Executive.

ARTICLE XIII **Management Rights**

The County retains the right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations; the business and service operations to be conducted and rendered; the control and condition of the buildings, real estate, materials, vehicles, parts, tools, machinery and all equipment which may be used in the operation of its business or supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by Employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend and discharge Employees for cause; to hire, lay off, assign, promote and determine the qualifications of Employees; to determine the starting and quitting time and the number of hours to be worked.

The rights of the County listed above are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in the County. Any and all rights,

powers, and authority the County had prior to entering this Agreement are retained by the County except as specifically and lawfully abridged, or modified by this Agreement.

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any County official, or in anyway reducing or abridging such authority, but this Agreement shall be construed as requiring said County officials to follow the procedures and policies herein described, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

ARTICLE XIV

Classification And Allocation Procedure

Section 1. Definitions

- (a) (1) Classification as defined in the Civil Service Law means and includes the process by which a Class Title is assigned to a set of specified duties and responsibilities.
- (2) Reclassification is the process of changing the Class Title or Jurisdictional Class (assigned to a specific set of duties and responsibilities) to another Class Title in order to better describe the assigned duties and responsibilities.
- (3) Reclassification may result in a change to a different Class Title allocated to a lower job group, the same job group or a higher job group.
- (b) (1) Allocation is the process of assigning a new Class Title to a salary range.
- (2) Reallocation is the process of assigning an existing Class Title to another salary range in order to effect more equitable and appropriate payment for the assigned duties and responsibilities.
- (3) Reallocation may result in a change to a lower or higher salary range.

Section 2. General

(a) All authorized positions covered by this Agreement shall be classified, in accordance with law, by the Commissioner of Personnel using appropriate classification techniques as recommended by the New York State Department of Civil Service.

(b) All Class Titles covered by this Agreement shall be allocated to a job group in accordance with the County's system for position allocation, the application of which shall result in each Class Title being assigned to a specific job group (salary range), subject to Legislative approval, if required.

(c) The County reserves the right to reclassify or reallocate any title, subject to Legislative approval, if required, and notwithstanding any other provisions of this Agreement.

(d) No Employee shall be employed in or appointed to any title not appropriate to the duties to be performed as defined in the Class Specification for that title and interpreted by the Commissioner of Personnel, except as provided by Section 61 of the Civil Service Law.

(e) The Commissioner of Personnel shall discuss with the Union the criteria being used for classification, reclassification, allocation and reallocation decisions. The Commissioner shall receive and give serious consideration to any and all recommendations made by the Union with respect to such criteria.

Section 3. Reclassification and Reallocation

(a) Any Employee, after a reasonable attempt to discuss the matter with his Unit Head, may request in writing that the Personnel Department study the duties of the Employee's position in order to determine its proper Class Title and/or allocation (salary range). The Personnel Department shall initiate such study within 30 days of the receipt of the request, except in the event that a department-wide or occupational series-wide Classification and Allocation Survey covering the Employee's position is planned within the next 12 months. The Personnel Department shall complete an individual position review within 60 working days after the Employee submits the official form describing the duties and responsibilities to his supervisor.

(b) Any Employee, after a reasonable attempt to discuss the matter with his Unit Head, may request a review of a specific duty to determine whether or not it is out of title work for the Class Title presently held by the Employee. Such request shall be submitted in writing to the Employee's Unit Head and the Commissioner of Personnel. The Commissioner of Personnel shall issue a determination within 15 working days of the receipt of such request.

(c) Any County officer or Unit Head may also request a review of a position or of a specific duty assigned to a position, or may request a department-wide or occupational series-wide Classification and Allocation Survey. The Commissioner of Personnel reserves the right to initiate any survey he deems necessary notwithstanding any other provision of this Article. The Commissioner of Personnel shall notify the Union of any surveys being initiated by him. The Personnel Department shall issue notice of proposed Reclassification or Reallocation to the Employees within 6 months after the date the Personnel Department initiated the survey. Upon completion of a survey, the Commissioner of Personnel shall provide a copy of the survey to the Union within 10 days.

(d) No Employee whose salary is increased by such Reclassification or Reallocation shall have any claim against the County for the difference, if any, between the salary of the position under the old title and that of the new position under the new title for any period prior to the date such change in scale becomes legally effective.

(e) Upon the finalization and adoption of a determination made pursuant to this Article, the matter will be closed for a minimum of 12 months or until there is a substantial change in the duties and responsibilities of the position as determined by the Commissioner of Personnel.

Section 4. Reclassification and Reallocation Appeals

(a) All appeals shall be conducted by the Commissioner of Personnel in accordance with the New York State Civil Service Law and the Dutchess County Rules for the Classified Civil Service. Any Employee may appeal a determination made by the Personnel Department. Employees making such appeal may be represented by the Union or by another person of their choosing. Employees and the Union are free to present any evidence in relation to an appeal to the Commissioner of Personnel. The Commissioner shall notify Employees, at the time of Notice of Proposed Reclassification or Reallocation, of their right to appeal and of the proper procedure to make an appeal.

(b) An Employee who wishes to appeal a decision shall have 10 working days from the receipt of Notice of Proposed Reclassification or Reallocation to file a written

request for such and the reasons therefor. The Commissioner of Personnel shall then schedule the appeal within 20 working days. Upon hearing the appeal, the Commissioner of Personnel shall issue his final determination within 10 working days and shall communicate such in writing to all affected parties. The final decision shall then be submitted to the Budget Director and the appropriate Legislative Committee for action at the next timely convened Legislative session.

Section 5. Effective Dates

(a) The effective date of all classifications and reclassifications shall be determined by the Commissioner of Personnel in accordance with law.

(b) The effective date of all allocations and reallocations shall be determined by the Legislature, if required by law.

ARTICLE XV

Labor-Management Committee(s)

Section 1. Labor-Management Committee

There shall be a labor-management committee consisting of 3 representatives of the County and 3 representatives of the Union who shall meet at least monthly to discuss and make reasonable effort to recommend resolution of matters of mutual interest.

Section 2. Special Labor-Management Committee

The parties agree to discuss and submit various issues to a Special Labor Management Committee. The parties further agree that any agreements arising out of the Labor Management Committee shall be implemented pursuant to the terms of the agreements and shall be included in a successor agreement.

ARTICLE XVI

Implementation

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVII

Non-Discrimination

The County and the Union shall carry out their obligations under this contract in a manner which will be fair and impartial to all Employees and shall not discriminate against any Employee by reason of age, sex, race, creed, color, national origin, disability, marital status or arrest records.

ARTICLE XVIII

Savings Clause

If any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining parts or portions shall remain in full force and effect.

ARTICLE XIX

Scope

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its appendices attached hereto, concludes all collective bargaining between the parties during the term thereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements and undertakings, oral and written, express or implied, or practices (except past practices as defined in Article X[14] of this Agreement), between the County and the Union or the Employees it represents, and expresses all obligations and restrictions imposed on each of the respective parties during its terms.


ARTICLE XX

Duration

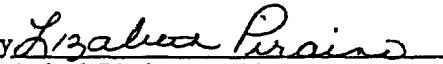
Except as otherwise provided herein, this Agreement shall be effective January 1, 2001 through December 31, 2004.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written

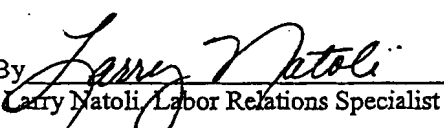
COUNTY OF DUTCHESS

By 
PDR William R. Steinhaus, County Executive

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC., LOCAL 1000 AFSCME/AFL-CIO,
DUTCHESS COUNTY UNIT, DUTCHESS
COUNTY LOCAL 814,

By 
Elizabeth Piraino, President

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC., LOCAL 1000 AFSCME/AFL-CIO

By 
Larry Natoli, Labor Relations Specialist

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC., LOCAL 1000 AFSCME/AFL-CIO,
DUTCHESS COUNTY UNIT, DUTCHESS
COUNTY LOCAL 814,

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this 31st day of October, 2002, before me, the subscriber, personally appeared **WILLIAM R. STEINHAUS**, to me known, who being by me duly sworn, did depose and say: That he resides at Pleasant Valley, New York; that he is the County Executive of the COUNTY OF DUTCHESS, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto pursuant to the authority of the Charter of the County of Dutchess.

Suzanne D. Ohlman
Notary Public
SUZANNE D. OHLMAN
Notary Public, State of New York
Reg. No. 01OH4502666
Qualified in Dutchess County
Commission Expires 2/28/20 06

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this 2 day of October, 2002, before me, the subscriber, personally appeared **LIZABETH PIRAINO**, being by me duly sworn, did depose and say: That she resides at Toughkysie, New York; that she is the President of the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME/AFL-CIO, DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

Dorothy P. Trapani
Notary Public
DOROTHY P. TRAPANI
Notary Public, State of New York
Reg. # 01TR4889663
Qualified in Ulster County
Commission Expires April 20, 20 03

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this 2 day of October, 2002, before me, the subscriber, personally appeared **Larry Natoli**, being by me duly sworn, did depose and say: That he resides at Tunkhill, New York; that he is the Labor Relations Specialist of the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME/ AFL-CIO, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Dorothy P. Trapani
Notary Public

DOROTHY P. TRAPANI
Notary Public, State of New York
Reg. # 01TR4889663
Qualified in Ulster County
Commission Expires April 20, 20 03

APPENDIX A

- (a) Employees duly appointed to the following titles shall be deemed members of the bargaining unit, except as provided in subsection (b) hereof.

911 Mapping Technician

Accountant

Accounting Clerk

Accounting Supervisor I

Accounting Supervisor II

Activities Coordinator

Activities Therapy Aide

Activities Therapy Aide (Spanish Speaking)

Administrative Assistant

Aging Information Services Specialist

Aging Services Aide

Aging Services Coordinator

Airport Maintenance Mechanic I

Airport Maintenance Mechanic II

Airport Maintenance Supervisor

Alternatives To Incarceration (ATI) Worker

Assistant Buyer

Assistant Civil Engineer I

Assistant Civil Engineer II (Design)

Assistant Director of Consumer Affairs

Assistant Director of Public Health Nursing

Assistant To The Commissioner For Program Planning and Evaluation

Assistant Tree Climber

Assistant Water Resources Manager

Assistant Waterfront Director

Associate Public Health Sanitarian
Athletic Facilities and Equipment Attendant
Athletic Facilities and Equipment Attendant/Intramural Director
Auditor
Automotive and Equipment Mechanic
Automotive Mechanic
Automotive Mechanic Helper
Automotive Mechanic Supervisor
Automotive Parts Specialist

Billing Manager
Biostatistician
Bridge Maintainer
Bridge Maintenance Supervisor
Building Maintenance Mechanic I
Building Maintenance Mechanic II
Building Maintenance Mechanic III
Building Maintenance Mechanic I (H & V)
Building Maintenance Mechanic II (H & V)
Building Maintenance Mechanic III (H & V)
Building Maintenance Supervisor
Bus Driver
Bus Driver-Building Maintenance Mechanic I
Business Manager
Buyer
Buyer/Central Services Supervisor

Campus Guard
Carpenter

CASA Information Services Specialist
Case Manager I
Case Manager II
Case Manager Aide
Case Supervisor
Chemical Dependency Counselor
Chemical Dependency Counselor Assistant
Chemistry Teaching Lab Assistant
Chief Engineer
Cleaner
Cleaner-Security Guard
Cleaning Supervisor
Clerk
Clerk (Spanish Speaking)
Clinical Research and Services Director
Clinical Research Assistant
Clinical Unit Administrator
Communications Clerk
Communications Systems Specialist
Community Development Administrator
Community Mental Health Aide
Community Mental Health Counselor
Community Mental Health Nurse
Community Services Worker
Computer Operations Analyst
Computer Operator
Construction Equipment Mechanic I
Construction Equipment Mechanic II
Construction Equipment Mechanic Aide

Construction Equipment Operator I
Construction Equipment Operator I-Mechanic
Construction Equipment Operator II
Construction Equipment Operator II-Instructor
Construction Equipment Operator II-Mechanic
Construction Equipment Welder I
Construction Equipment Welder II
Consumer Services Inspector I
Consumer Services Inspector I Trainee
Consumer Services Inspector II
Contract Specialist
Coordinator of Special Needs Services
Courier
Criminal Justice Intake Specialist

Data Processing Business Administrator
Delivery Driver
Deputy Coordinator - Emergency Response
Dietician
Director of Communicable Disease Control
Director of Public Health Planning and Education
Director of Services
Dispatch Center Operations Director
Domestic Violence Outreach Worker
Drafting Technician I
Drafting Technician II

Electrician I

Electrician II

Electronic Equipment Repair Specialist

Emergency and Inpatient Services Specialist

Engineering Aide

Environmental Laboratory Director

Environmental Laboratory Technician I

Environmental Laboratory Technician II

Environmental Site Naturalist

Epidemiologist

Equipment Mechanic

Equipment Mechanic Supervisor

Equipment Mechanic Supervisor I

Equipment Mechanic Supervisor II

Equipment Mechanic Trainee

Financial Analyst

G.I.S. Project Coordinator

G.I.S. Specialist

G.I.S. Specialist (Real Property)

G.I.S. Technician

Garage Superintendent

Grand Jury Reporter

Graphic Designer

Graphics Specialist

Groundskeeper I

Groundskeeper II

Head Building Maintenance Mechanic
Head Cleaner
Head Parking Lot Attendant
Heating and Ventilating Supervisor
Heating and Ventilating Technician
Home Delivered Meal Coordinator
Home Energy Assistance Program Examiner
Home Health Aide
Home Health Care Personal Care Worker
Housekeeping Supervisor
Housing Coordinator
Human Rights Assistant

Instructional Media Control Operator
Instructional Media Services Assistant
Instructional Media Technician
Investigator (District Attorney)
Investigator (Public Defender)

Janitor
Junior Accountant
Junior Civil Engineer
Junior Planner
Junior Programmer
Junior Programmer/Analyst (G.I.S.)
Junior Systems Programmer

Labor Supervisor

Laborer

Landscape Architect

Legal Secretary

Library Clerk (DCC)

Licensed Practical Nurse

Lifeguard

Line Service Attendant

Line Service Supervisor

Locksmith

Maintenance Superintendent

Managed Care Coordinator

Mechanical Engineer

Medical Assistant

Medical Technologist

Methadone Nurse Supervisor

Micro Computer/Network Support Specialist

Micro Computer/Network Support Specialist (Public Health)

Micro Computer System Administrator

Micro Computer/Word Processing Specialist

Micro Computer/Word Processing Support Assistant

Micro Computer/Word Processing Support Assistant Trainee

Motor Equipment Operator

Motor Vehicle Clerk

Nurse Practitioner

Nursing Supervisor
Nutrition Services Coordinator

Occupational Programs Coordinator
Occupational Therapist
Occupational Therapy Assistant
Office Assistant
Office Services Manager
Offset Printer
Offset Printing Machine Operator

Painter I
Painter II
Park Attendant
Park Maintenance Mechanic
Park Manager
Park Naturalist
Park Superintendent
Parking Lot Attendant
Payroll Clerk
Personnel Assistant
Photocopy Operator
Planner
Plumber
Principal Accounting Clerk
Principal Library Clerk (DCC)
Principal Motor Vehicle Clerk
Principal Program Assistant
Principal Registry Clerk

Probation Intake Worker
Probation Officer I
Probation Officer I (Spanish Speaking)
Probation Officer I Trainee
Probation Officer I Trainee (Spanish Speaking)
Probation Officer II
Probation Officer Aide
Probation Unit Administrator
Program Assistant
Programmer
Programmer/Analyst
Programmer/Analyst (GIS)
Programmer/Analyst (MH)
Programming and Operations Supervisor (MH)
Property Control Clerk
Psychiatrist
Psychiatrist I
Psychiatrist II
Psychologist I
Psychologist II
Public Health Advisor
Public Health Education Coordinator
Public Health Engineer
Public Health Engineering Technician
Public Health Nurse
Public Health Nurse (Spanish Speaking)
Public Health Nutrition Coordinator
Public Health Sanitarian

Public Safety Dispatcher

Purchasing Agent

Quality Improvement Coordinator

Radiological Specialist

Real Property Information System Specialist I

Receiving Registry Clerk

Receptionist

Receptionist (Spanish Speaking)

Recreational Therapist

Recreational Therapy Assistant

Registered Professional Nurse

Registry Clerk

Rehabilitation Counselor

Rehabilitation Specialist

Reproduction Specialist

Reproduction Supervisor

Research Assistant

Research Assistant (DCC)

Resource Consultant

Right-of-Way Engineer

Road Maintainer

Safety and Security Supervisor

Safety Coordinator

Safety Specialist

Secretary

Sector Chief

Security Guard
Senior Accountant
Senior Auditor
Senior Automotive Mechanic
Senior Campus Guard
Senior Communications Clerk
Senior Computer Operator
Senior Engineering Aide
Senior Head Cleaner
Senior Library Clerk (DCC)
Senior Office Assistant
Senior Park Maintenance Mechanic
Senior Planner
Senior Program Assistant
Senior Programmer
Senior Public Health Advisor
Senior Public Health Education Coordinator
Senior Public Health Engineer
Senior Public Health Sanitarian
Senior Public Safety Dispatcher
Service Center Attendant
Sign Maker
Site Manager
Social Welfare Manager I
Social Welfare Manager II
Social Welfare Specialist
Social Welfare Worker I
Social Welfare Worker II

Social Worker I
Social Worker I (Spanish Speaking)
Social Worker II
Social Worker II (Spanish Speaking)
Software Specialist (CCBET)
Speech Therapist
Stock Clerk Helper
Stockroom Assistant
Stockroom Supervisor
Stop DWI/Traffic Safety Administrator
Supervising Data Entry Operator
Supervising Head Cleaner
Supervising Motor Vehicle Clerk
Supervising Office Assistant
Supervising Public Health Engineer
Supervising Public Health Nurse
Supervising Registry Clerk
Supervising Social Worker
Supervising Youth Worker
Supervisor of Athletic Facilities
Supervisor of Computer Operations
Supervisor of Grounds
Supervisor of Grounds and Equipment
Supervisor of Nurses
Supervisor of Special Investigations
Supervisor of Student Accounts
Support Services Assistant
Systems Analyst
Systems Analyst (GIS)

Systems Network Administrator

Systems Programmer

Systems Specialist (CCBET)

Tax Collection Supervisor

Tax Map Reproduction Technician

Tax Map Supervisor

Tax Map Technician

Tax Map Technician Trainee

Teaching Laboratory Assistant

Teaching Laboratory Supervisor

Telecommunications Systems Manager

Telecommunications Technician

Tire Mechanic

Title Searcher

Title Searcher Trainee

Traffic Engineer

Transportation Program Administrator

Tree Climber

Tree Maintenance Supervisor

Tree Trimmer

User Services Administrator

User Services Liaison

Volunteer Coordinator

Warehouse Supervisor

Waterfront Director

APPENDIX B

Title	Grade Allocation
911 Mapping Technician	11
Accountant	16
Accounting Clerk	9
Accounting Supervisor I	14
Accounting Supervisor II	16
Activities Coordinator	7
Activities Therapy Aide	6
Activities Therapy Aide (Spanish Speaking)	6
Administrative Assistant	12
Aging Information Services Specialist	15
Aging Services Aide	3
Aging Services Coordinator	16
Airport Maintenance Mechanic I	10
Airport Maintenance Mechanic II	12
Airport Maintenance Supervisor	15
Alternatives To Incarceration (ATI) Worker	17
Assistant Buyer	12
Assistant Civil Engineer I	17
Assistant Civil Engineer II (Design)	19
Assistant Director of Consumer Affairs	14
Assistant Director of Public Health Nursing	19
Assistant To The Commissioner For Program Planning and Evaluation	17
Assistant Tree Climber	11
Assistant Water Resources Manager	19
Assistant Waterfront Director	8
Associate Public Health Sanitarian	19
Athletic Facilities and Equipment Attendant	4
Athletic Facilities and Equipment Attendant/Intramural Director	6
Auditor	16

<u>Title</u>	<u>Grade Allocation</u>
Automotive and Equipment Mechanic	13
Automotive Mechanic	13
Automotive Mechanic Helper	9
Automotive Mechanic Supervisor	15
Automotive Parts Specialist	13
Billing Manager	14
Biostatistician	16
Bridge Maintainer	10
Bridge Maintenance Supervisor	15
Building Maintenance Mechanic I	8
Building Maintenance Mechanic II	11
Building Maintenance Mechanic III	13
Building Maintenance Mechanic I (H & V)	10
Building Maintenance Mechanic II (H & V)	12
Building Maintenance Mechanic III (H & V)	13
Building Maintenance Supervisor	16
Bus Driver	7
Bus Driver-Building Maintenance Mechanic I	7
Business Manager	14
Buyer	12
Buyer/Central Services Supervisor	14
Campus Guard	7
Carpenter	13
CASA Information Services Specialist	15
Case Manager I	12
Case Manager II	14
Case Manager Aide	7

<u>Title</u>	<u>Grade Allocation</u>
Case Supervisor	16
Chemical Dependency Counselor	14
Chemical Dependency Counselor Assistant	13
Chemistry Teaching Lab Assistant	12
Chief Engineer	18
Cleaner	3
Cleaner-Security Guard	4
Cleaning Supervisor	14
Clerk	4
Clerk (Spanish Speaking)	4
Clinical Research and Services Director	18
Clinical Research Assistant	15
Clinical Unit Administrator	21
Communications Clerk	8
Communications Systems Specialist	16
Community Development Administrator	18
Community Mental Health Aide	12
Community Mental Health Counselor	16
Community Mental Health Nurse	14
Community Services Worker	9
Computer Operations Analyst	16
Computer Operator	12
Construction Equipment Mechanic I	13
Construction Equipment Mechanic II	14
Construction Equipment Mechanic Aide	9
Construction Equipment Operator I	11
Construction Equipment Operator I-Mechanic	11

<u>Title</u>	<u>Grade Allocation</u>
Construction Equipment Operator II	12
Construction Equipment Operator II-Instructor	13
Construction Equipment Operator II-Mechanic	12
Construction Equipment Welder I	12
Construction Equipment Welder II	14
Consumer Services Inspector I	12
Consumer Services Inspector I Trainee	11
Consumer Services Inspector II	13
Contract Specialist	13
Coordinator of Special Needs Services	19
Courier	6
Criminal Justice Intake Specialist	11
Data Processing Business Administrator	18
Delivery Driver	9
Deputy Coordinator - Emergency Response	17
Development and Design Coordinator	19
Dietician	14
Director of Communicable Disease Control	19
Director of Public Health Planning and Education	19
Director of Services	18
Dispatch Center Operations Director	16
Domestic Violence Outreach Worker	12
Drafting Technician I	9
Drafting Technician II	11
Electrician I	13
Electrician II	15
Electronic Equipment Repair Specialist	17
Emergency and Inpatient Services Specialist	17

<u>Title</u>	<u>Grade Allocation</u>
Engineering Aide	10
Environmental Laboratory Director	15
Environmental Laboratory Technician I	12
Environmental Laboratory Technician II	13
Environmental Site Naturalist	12
Epidemiologist	17
Equipment Mechanic	12
Equipment Mechanic Supervisor	14
Equipment Mechanic Supervisor I	14
Equipment Mechanic Supervisor II	15
Equipment Mechanic Trainee	11
Financial Analyst	13
G.I.S. Project Coordinator	16
G.I.S. Specialist	14
G.I.S. Specialist (Real Property)	14
G.I.S. Technician	12
Garage Superintendent	16
Grand Jury Reporter	16
Graphic Designer	17
Graphics Specialist	12
Groundskeeper I	6
Groundskeeper II	10
Head Building Maintenance Mechanic	15
Head Cleaner	6
Head Parking Lot Attendant	9
Heating and Ventilating Supervisor	16
Heating and Ventilating Technician	14
Home Delivered Meal Coordinator	11

<u>Title</u>	<u>Grade Allocation</u>
Home Energy Assistance Program Examiner	11
Home Health Aide	5
Home Health Care Personal Care Worker	4
Housekeeping Supervisor	16
Housing Coordinator	17
Human Rights Assistant	11
Instructional Media Control Operator	10
Instructional Media Services Assistant	14
Instructional Media Technician	13
Investigator (District Attorney)	16
Investigator (Public Defender)	16
Janitor	6
Junior Accountant	12
Junior Civil Engineer	15
Junior Planner	13
Junior Programmer	12
Junior Programmer/Analyst (G.I.S.)	15
Junior Systems Programmer	17
Labor Supervisor	13
Laborer	8
Landscape Architect	17
Legal Secretary	11
Library Clerk (DCC)	6
Licensed Practical Nurse	9
Lifeguard	6
Line Service Attendant	9
Line Service Supervisor	13
Locksmith	12

<u>Title</u>	<u>Grade Allocation</u>
Maintenance Superintendent	16
Managed Care Coordinator	13
Mechanical Engineer	19
Medical Assistant	10
Medical Technologist	15
Methadone Nurse Supervisor	15
Micro Computer/Network Support Specialist	17
Micro Computer/Network Support Specialist (Public Health)	17
Micro Computer System Administrator	19
Micro Computer/Word Processing Specialist	19
Micro Computer/Word Processing Support Assistant	14
Micro Computer/Word Processing Support Assistant Trainee	12
Motor Equipment Operator	10
Motor Vehicle Clerk	9
Nurse Practitioner	21
Nursing Supervisor	17
Nutrition Services Coordinator	15
Occupational Programs Coordinator	18
Occupational Therapist	16
Occupational Therapy Assistant	11
Office Assistant	6
Office Services Manager	13
Offset Printer	9
Offset Printing Machine Operator	7
Painter I	11
Painter II	12
Park Attendant	6

<u>Title</u>	<u>Grade Allocation</u>
Park Maintenance Mechanic	11
Park Manager	14
Park Naturalist	11
Park Superintendent	16
Parking Lot Attendant	4
Payroll Clerk	11
Personnel Assistant	11
Photocopy Operator	8
Planner	15
Plumber	13
Principal Accounting Clerk	12
Principal Library Clerk (DCC)	12
Principal Motor Vehicle Clerk	11
Principal Program Assistant	12
Principal Registry Clerk	11
Probation Intake Worker	11
Probation Officer I	15
Probation Officer I (Spanish Speaking)	15
Probation Officer I Trainee	14
Probation Officer I Trainee (Spanish Speaking)	14
Probation Officer II	16
Probation Officer Aide	7
Probation Unit Administrator	18
Program Assistant	8
Programmer	14
Programmer/Analyst	17
Programmer/Analyst (GIS)	17
Programmer/Analyst (MH)	17
Programming and Operations Supervisor (MH)	19
Property Control Clerk	7

<u>Title</u>	<u>Grade Allocation</u>
Psychiatrist	28
Psychiatrist I	27
Psychiatrist II	28
Psychologist I	19
Psychologist II	20
Public Health Advisor	14
Public Health Education Coordinator	15
Public Health Engineer	17
Public Health Engineering Technician	13
Public Health Nurse	15
Public Health Nurse (Spanish Speaking)	15
Public Health Nutrition Coordinator	15
Public Health Sanitarian	14
Public Safety Dispatcher	13
Purchasing Agent	16
Quality Improvement Coordinator	17
Radiological Specialist	19
Real Property Information System Specialist I	15
Receiving Registry Clerk	9
Receptionist	6
Receptionist (Spanish Speaking)	6
Recreational Therapist	13
Recreational Therapy Assistant	11
Registered Professional Nurse	13
Registry Clerk	8
Rehabilitation Counselor	16
Rehabilitation Specialist	14
Reproduction Specialist	10

<u>Title</u>	<u>Grade Allocation</u>
Reproduction Supervisor	12
Research Assistant	15
Research Assistant (DCC)	13
Resource Consultant	13
Right-of-Way Engineer	15
Road Maintainer	9
Safety and Security Supervisor	16
Safety Coordinator	15
Safety Specialist	13
Secretary	10
Sector Chief	13
Security Guard	4
Senior Accountant	17
Senior Auditor	17
Senior Automotive Mechanic	14
Senior Campus Guard	10
Senior Communications Clerk	9
Senior Computer Operator	13
Senior Engineering Aide	12
Senior Head Cleaner	10
Senior Library Clerk (DCC)	9
Senior Office Assistant	8
Senior Park Maintenance Mechanic	12
Senior Planner	17
Senior Program Assistant	10
Senior Programmer	15
Senior Public Health Advisor	16
Senior Public Health Education Coordinator	16
Senior Public Health Engineer	19

<u>Title</u>	<u>Grade Allocation</u>
Senior Public Health Sanitarian	17
Senior Public Safety Dispatcher	15
Service Center Attendant	10
Sign Maker	10
Site Manager	9
Social Welfare Manager I	15
Social Welfare Manager II	17
Social Welfare Specialist	13
Social Welfare Worker I	10
Social Welfare Worker II	11
Social Worker I	16
Social Worker I (Spanish Speaking)	16
Social Worker II	17
Social Worker II (Spanish Speaking)	17
Software Specialist (CCBET)	18
Speech Therapist	17
Stock Clerk Helper	9
Stockroom Assistant	11
Stockroom Supervisor	14
Stop DWI/Traffic Safety Administrator	15
Supervising Data Entry Operator	11
Supervising Head Cleaner	12
Supervising Motor Vehicle Clerk	13
Supervising Office Assistant	10
Supervising Public Health Engineer	20
Supervising Public Health Nurse	17
Supervising Registry Clerk	13
Supervising Social Worker	18
Supervising Youth Worker	16
Supervisor of Athletic Facilities	11

<u>Title</u>	<u>Grade Allocation</u>
Supervisor of Computer Operations	16
Supervisor of Grounds	15
Supervisor of Grounds and Equipment	16
Supervisor of Nurses	15
Supervisor of Special Investigations	16
Supervisor of Student Accounts	16
Support Services Assistant	12
Systems Analyst	19
Systems Analyst (GIS)	19
Systems Network Administrator	19
Systems Programmer	21
Systems Specialist (CCBET)	18
Tax Collection Supervisor	14
Tax Map Reproduction Technician	9
Tax Map Supervisor	14
Tax Map Technician	12
Tax Map Technician Trainee	11
Teaching Laboratory Assistant	10
Teaching Laboratory Supervisor	11
Telecommunications Systems Manager	15
Telecommunications Technician	12
Tire Mechanic	11
Title Searcher	12
Title Searcher Trainee	11
Traffic Engineer	18
Transportation Program Administrator	19
Tree Climber	12
Tree Maintenance Supervisor	14
Tree Trimmer	10

Title	Grade Allocation
User Services Administrator	14
User Services Liaison	12
Volunteer Coordinator	11
Warehouse Supervisor	12
Waterfront Director	10
Welfare Management System Coordinator	16
Welfare Management System Program Assistant	14
Window Washer	10
Word Processing Supervisor	12
Youth Programs Analyst	15
Youth Worker	12

APPENDIX C
2000 Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Average Increment
1	18,226.00	18,682.00	19,151.00	19,629.00	20,119.00	20,622.00	21,138.00	21,667.00	492.00
2	18,977.00	19,451.00	19,937.00	20,435.00	20,946.00	21,469.00	22,006.00	22,556.00	511.00
3	19,728.00	20,220.00	20,726.00	21,244.00	21,775.00	22,319.00	22,877.00	23,449.00	533.00
4	20,470.00	20,982.00	21,506.00	22,044.00	22,595.00	23,161.00	23,739.00	24,333.00	552.00
5	21,240.00	21,771.00	22,315.00	22,872.00	23,445.00	24,031.00	24,631.00	25,246.00	572.00
6	21,979.00	22,529.00	23,093.00	23,669.00	24,262.00	24,868.00	25,490.00	26,126.00	573.00
7	22,876.00	23,448.00	24,035.00	24,636.00	25,250.00	25,883.00	26,529.00	27,193.00	616.00
8	23,928.00	24,525.00	25,138.00	25,768.00	26,411.00	27,071.00	27,749.00	28,441.00	645.00
9	25,122.00	25,750.00	26,394.00	27,054.00	27,730.00	28,424.00	29,135.00	29,862.00	678.00
10	26,463.00	27,125.00	27,802.00	28,498.00	29,211.00	29,941.00	30,690.00	31,456.00	714.00
11	28,098.00	28,801.00	29,521.00	30,259.00	31,014.00	31,791.00	32,585.00	33,399.00	757.00
12	30,181.00	30,936.00	31,711.00	32,502.00	33,315.00	34,149.00	35,001.00	35,875.00	813.00
13	33,186.00	34,016.00	34,866.00	35,738.00	36,632.00	37,548.00	38,486.00	39,446.00	895.00
14	36,338.00	37,246.00	38,177.00	39,131.00	40,109.00	41,112.00	42,140.00	43,192.00	980.00
15	39,488.00	40,476.00	41,487.00	42,524.00	43,589.00	44,677.00	45,794.00	46,938.00	1,064.00
16	42,637.00	43,702.00	44,795.00	45,914.00	47,062.00	48,238.00	49,443.00	50,679.00	1,151.00
17	45,775.00	46,920.00	48,093.00	49,295.00	50,528.00	51,791.00	53,085.00	54,412.00	1,234.00
18	48,919.00	50,142.00	51,395.00	52,680.00	53,997.00	55,348.00	56,731.00	58,148.00	1,318.00
19	52,056.00	53,358.00	54,692.00	56,059.00	57,461.00	58,896.00	60,368.00	61,877.00	1,404.00
20	55,199.00	56,579.00	57,994.00	59,444.00	60,931.00	62,454.00	64,013.00	65,613.00	1,487.00
21	58,356.00	59,815.00	61,311.00	62,843.00	64,413.00	66,025.00	67,676.00	69,366.00	1,572.00
28	96,725.00	99,144.00	101,622.00	104,162.00	106,766.00	109,434.00	112,171.00	114,974.00	2,608.00
93	24,157.00	24,761.00	25,381.00	26,015.00	26,666.00	27,332.00	28,015.00	28,714.00	651.00
94	26,050.00	26,701.00	27,368.00	28,052.00	28,753.00	29,471.00	30,209.00	30,964.00	702.00
95	28,620.00	29,334.00	30,067.00	30,820.00	31,589.00	32,380.00	33,190.00	34,019.00	771.00
96	37,825.00	38,769.00	39,739.00	40,732.00	41,751.00	42,794.00	43,865.00	44,960.00	1,020.00
97	45,033.00	46,158.00	47,313.00	48,494.00	49,709.00	50,951.00	52,225.00	53,530.00	1,213.00
98	27,244.00	27,926.00	28,624.00	29,339.00	30,073.00	30,825.00	31,594.00	32,384.00	734.00
99	34,397.00	35,257.00	36,139.00	37,041.00	37,968.00	38,915.00	39,890.00	40,887.00	926.00

APPENDIX D.1

2001 Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Average Increment
1	18,773.00	19,242.00	19,726.00	20,218.00	20,723.00	21,241.00	21,772.00	22,317.00	506.00
2	19,546.00	20,035.00	20,535.00	21,048.00	21,574.00	22,113.00	22,666.00	23,233.00	527.00
3	20,320.00	20,827.00	21,348.00	21,881.00	22,428.00	22,989.00	23,563.00	24,152.00	548.00
4	21,084.00	21,611.00	22,151.00	22,705.00	23,273.00	23,856.00	24,451.00	25,063.00	568.00
5	21,877.00	22,424.00	22,984.00	23,558.00	24,148.00	24,752.00	25,370.00	26,003.00	589.00
6	22,638.00	23,205.00	23,786.00	24,379.00	24,990.00	25,614.00	26,255.00	26,910.00	610.00
7	23,562.00	24,151.00	24,756.00	25,375.00	26,008.00	26,659.00	27,325.00	28,009.00	635.00
8	24,646.00	25,261.00	25,892.00	26,541.00	27,203.00	27,883.00	28,581.00	29,294.00	664.00
9	25,876.00	26,523.00	27,186.00	27,866.00	28,562.00	29,277.00	30,009.00	30,758.00	697.00
10	27,257.00	27,939.00	28,636.00	29,353.00	30,087.00	30,839.00	31,611.00	32,400.00	735.00
11	28,941.00	29,665.00	30,407.00	31,167.00	31,944.00	32,745.00	33,563.00	34,401.00	780.00
12	31,086.00	31,864.00	32,662.00	33,477.00	34,314.00	35,173.00	36,051.00	36,951.00	838.00
13	34,182.00	35,036.00	35,912.00	36,810.00	37,731.00	38,674.00	39,641.00	40,629.00	921.00
14	37,428.00	38,363.00	39,322.00	40,305.00	41,312.00	42,345.00	43,404.00	44,488.00	1,009.00
15	40,673.00	41,690.00	42,732.00	43,800.00	44,897.00	46,017.00	47,168.00	48,346.00	1,096.00
16	43,916.00	45,013.00	46,139.00	47,291.00	48,474.00	49,685.00	50,926.00	52,199.00	1,183.00
17	47,148.00	48,328.00	49,536.00	50,774.00	52,044.00	53,345.00	54,678.00	56,044.00	1,271.00
18	50,387.00	51,646.00	52,937.00	54,260.00	55,617.00	57,008.00	58,433.00	59,892.00	1,358.00
19	53,618.00	54,959.00	56,333.00	57,741.00	59,185.00	60,663.00	62,179.00	63,733.00	1,445.00
20	56,855.00	58,276.00	59,734.00	61,227.00	62,759.00	64,328.00	65,933.00	67,581.00	1,532.00
21	60,107.00	61,609.00	63,150.00	64,728.00	66,345.00	68,006.00	69,706.00	71,447.00	1,620.00
28	99,627.00	102,118.00	104,671.00	107,287.00	109,969.00	112,717.00	115,536.00	118,423.00	2,685.00
93	24,882.00	25,504.00	26,142.00	26,795.00	27,466.00	28,152.00	28,855.00	29,575.00	671.00
94	26,832.00	27,502.00	28,189.00	28,894.00	29,616.00	30,355.00	31,115.00	31,893.00	723.00
95	29,479.00	30,214.00	30,969.00	31,745.00	32,537.00	33,351.00	34,186.00	35,040.00	794.00
96	38,960.00	39,932.00	40,931.00	41,954.00	43,004.00	44,078.00	45,181.00	46,309.00	1,050.00
97	46,384.00	47,543.00	48,732.00	49,949.00	51,200.00	52,480.00	53,792.00	55,136.00	1,250.00
98	28,061.00	28,764.00	29,483.00	30,219.00	30,975.00	31,750.00	32,542.00	33,356.00	756.00
99	35,429.00	36,315.00	37,223.00	38,152.00	39,107.00	40,082.00	41,087.00	42,114.00	955.00

Appendix D.2
2002 Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Average Increment
1	19,336.00	19,820.00	20,317.00	20,824.00	21,344.00	21,878.00	22,425.00	22,987.00	522.00
2	20,133.00	20,636.00	21,151.00	21,679.00	22,222.00	22,776.00	23,346.00	23,930.00	542.00
3	20,929.00	21,451.00	21,988.00	22,538.00	23,101.00	23,678.00	24,270.00	24,877.00	564.00
4	21,717.00	22,260.00	22,816.00	23,386.00	23,971.00	24,572.00	25,185.00	25,815.00	585.00
5	22,534.00	23,097.00	23,674.00	24,265.00	24,873.00	25,494.00	26,131.00	26,783.00	607.00
6	23,318.00	23,901.00	24,499.00	25,110.00	25,740.00	26,382.00	27,042.00	27,717.00	629.00
7	24,269.00	24,876.00	25,499.00	26,136.00	26,788.00	27,459.00	28,145.00	28,849.00	654.00
8	25,385.00	26,019.00	26,669.00	27,337.00	28,019.00	28,720.00	29,439.00	30,173.00	684.00
9	26,652.00	27,318.00	28,001.00	28,702.00	29,419.00	30,155.00	30,909.00	31,681.00	718.00
10	28,075.00	28,777.00	29,495.00	30,234.00	30,990.00	31,764.00	32,559.00	33,372.00	757.00
11	29,809.00	30,555.00	31,319.00	32,102.00	32,903.00	33,727.00	34,569.00	35,433.00	803.00
12	32,019.00	32,820.00	33,642.00	34,481.00	35,344.00	36,229.00	37,133.00	38,060.00	863.00
13	35,207.00	36,088.00	36,989.00	37,914.00	38,863.00	39,835.00	40,830.00	41,848.00	949.00
14	38,551.00	39,514.00	40,502.00	41,514.00	42,552.00	43,616.00	44,706.00	45,822.00	1,039.00
15	41,893.00	42,941.00	44,014.00	45,114.00	46,244.00	47,398.00	48,583.00	49,797.00	1,129.00
16	45,234.00	46,363.00	47,523.00	48,710.00	49,928.00	51,176.00	52,454.00	53,765.00	1,219.00
17	48,563.00	49,777.00	51,022.00	52,297.00	53,605.00	54,945.00	56,318.00	57,726.00	1,309.00
18	51,898.00	53,196.00	54,525.00	55,888.00	57,285.00	58,719.00	60,186.00	61,689.00	1,399.00
19	55,226.00	56,608.00	58,023.00	59,473.00	60,960.00	62,483.00	64,044.00	65,645.00	1,488.00
20	58,561.00	60,025.00	61,526.00	63,064.00	64,642.00	66,257.00	67,911.00	69,609.00	1,578.00
21	61,910.00	63,458.00	65,045.00	66,670.00	68,336.00	70,046.00	71,797.00	73,590.00	1,669.00
28	102,616.00	105,182.00	107,811.00	110,505.00	113,268.00	116,099.00	119,002.00	121,976.00	2,766.00
93	25,628.00	26,269.00	26,927.00	27,599.00	28,290.00	28,997.00	29,721.00	30,463.00	691.00
94	27,636.00	28,327.00	29,035.00	29,760.00	30,504.00	31,266.00	32,049.00	32,850.00	745.00
95	30,363.00	31,120.00	31,898.00	32,697.00	33,513.00	34,352.00	35,211.00	36,091.00	818.00
96	40,129.00	41,130.00	42,159.00	43,213.00	44,294.00	45,400.00	46,536.00	47,698.00	1,081.00
97	47,776.00	48,969.00	50,194.00	51,447.00	52,736.00	54,054.00	55,406.00	56,790.00	1,288.00
98	28,903.00	29,627.00	30,367.00	31,126.00	31,904.00	32,702.00	33,518.00	34,356.00	779.00
99	36,492.00	37,404.00	38,340.00	39,297.00	40,280.00	41,285.00	42,319.00	43,377.00	984.00

Appendix D.3
2003 Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Average Increment
1	19,916.00	20,414.00	20,927.00	21,449.00	21,985.00	22,534.00	23,098.00	23,676.00	537.00
2	20,737.00	21,255.00	21,786.00	22,330.00	22,888.00	23,460.00	24,047.00	24,648.00	559.00
3	21,557.00	22,095.00	22,648.00	23,214.00	23,794.00	24,389.00	24,998.00	25,623.00	581.00
4	22,368.00	22,928.00	23,500.00	24,088.00	24,690.00	25,309.00	25,940.00	26,589.00	603.00
5	23,210.00	23,790.00	24,384.00	24,993.00	25,619.00	26,259.00	26,915.00	27,587.00	625.00
6	24,017.00	24,618.00	25,234.00	25,864.00	26,512.00	27,174.00	27,854.00	28,549.00	647.00
7	24,997.00	25,622.00	26,264.00	26,920.00	27,591.00	28,283.00	28,989.00	29,715.00	674.00
8	26,147.00	26,799.00	27,469.00	28,157.00	28,860.00	29,581.00	30,322.00	31,078.00	704.00
9	27,451.00	28,138.00	28,841.00	29,563.00	30,301.00	31,060.00	31,837.00	32,631.00	740.00
10	28,917.00	29,640.00	30,380.00	31,141.00	31,920.00	32,717.00	33,536.00	34,373.00	779.00
11	30,703.00	31,472.00	32,258.00	33,065.00	33,890.00	34,739.00	35,607.00	36,496.00	828.00
12	32,980.00	33,805.00	34,651.00	35,516.00	36,404.00	37,316.00	38,247.00	39,202.00	889.00
13	36,263.00	37,170.00	38,099.00	39,052.00	40,029.00	41,030.00	42,055.00	43,104.00	977.00
14	39,708.00	40,700.00	41,717.00	42,760.00	43,828.00	44,924.00	46,048.00	47,197.00	1,070.00
15	43,150.00	44,229.00	45,334.00	46,467.00	47,631.00	48,820.00	50,040.00	51,290.00	1,163.00
16	46,591.00	47,754.00	48,949.00	50,171.00	51,426.00	52,711.00	54,028.00	55,378.00	1,255.00
17	50,020.00	51,271.00	52,553.00	53,866.00	55,213.00	56,593.00	58,007.00	59,457.00	1,348.00
18	53,455.00	54,792.00	56,161.00	57,565.00	59,004.00	60,480.00	61,991.00	63,540.00	1,441.00
19	56,883.00	58,306.00	59,763.00	61,257.00	62,789.00	64,357.00	65,966.00	67,615.00	1,533.00
20	60,317.00	61,825.00	63,372.00	64,956.00	66,581.00	68,245.00	69,949.00	71,697.00	1,626.00
21	63,767.00	65,361.00	66,996.00	68,670.00	70,386.00	72,147.00	73,951.00	75,798.00	1,719.00
27	118,000.00	118,714.00	119,428.00	120,142.00	120,856.00	121,570.00	122,284.00	122,998.00	714.00
28	123,000.00	123,714.00	124,428.00	125,142.00	125,856.00	126,570.00	127,284.00	127,998.00	714.00
93	26,397.00	27,057.00	27,735.00	28,427.00	29,139.00	29,866.00	30,613.00	31,377.00	711.00
94	28,466.00	29,177.00	29,906.00	30,653.00	31,419.00	32,204.00	33,010.00	33,835.00	767.00
95	31,274.00	32,054.00	32,855.00	33,678.00	34,518.00	35,383.00	36,268.00	37,173.00	843.00
96	41,332.00	42,364.00	43,424.00	44,509.00	45,622.00	46,762.00	47,932.00	49,129.00	1,114.00
97	49,209.00	50,438.00	51,700.00	52,991.00	54,318.00	55,676.00	57,068.00	58,494.00	1,326.00
98	29,770.00	30,515.00	31,278.00	32,060.00	32,862.00	33,683.00	34,524.00	35,387.00	802.00
99	37,587.00	38,526.00	39,490.00	40,476.00	41,489.00	42,523.00	43,589.00	44,678.00	1,013.00

Appendix D.4

2004 Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Average Increment
1	20,514.00	21,027.00	21,555.00	22,093.00	22,644.00	23,210.00	23,791.00	24,386.00	553.00
2	21,359.00	21,892.00	22,439.00	23,000.00	23,575.00	24,164.00	24,768.00	25,387.00	575.00
3	22,204.00	22,758.00	23,327.00	23,910.00	24,508.00	25,120.00	25,748.00	26,392.00	598.00
4	23,039.00	23,615.00	24,205.00	24,811.00	25,431.00	26,068.00	26,718.00	27,387.00	621.00
5	23,906.00	24,503.00	25,116.00	25,743.00	26,388.00	27,047.00	27,722.00	28,415.00	644.00
6	24,738.00	25,357.00	25,991.00	26,640.00	27,307.00	27,989.00	28,689.00	29,405.00	667.00
7	25,747.00	26,391.00	27,052.00	27,728.00	28,419.00	29,132.00	29,859.00	30,606.00	694.00
8	26,931.00	27,603.00	28,293.00	29,002.00	29,726.00	30,469.00	31,232.00	32,011.00	726.00
9	28,275.00	28,982.00	29,707.00	30,450.00	31,210.00	31,991.00	32,792.00	33,610.00	762.00
10	29,784.00	30,529.00	31,291.00	32,075.00	32,877.00	33,699.00	34,542.00	35,404.00	803.00
11	31,625.00	32,416.00	33,226.00	34,057.00	34,907.00	35,781.00	36,675.00	37,591.00	852.00
12	33,969.00	34,819.00	35,691.00	36,581.00	37,496.00	38,435.00	39,394.00	40,378.00	916.00
13	37,351.00	38,285.00	39,242.00	40,223.00	41,230.00	42,261.00	43,316.00	44,397.00	1,007.00
14	40,899.00	41,921.00	42,969.00	44,042.00	45,143.00	46,272.00	47,429.00	48,613.00	1,102.00
15	44,444.00	45,556.00	46,694.00	47,861.00	49,060.00	50,284.00	51,542.00	52,829.00	1,198.00
16	47,988.00	49,187.00	50,417.00	51,677.00	52,969.00	54,292.00	55,649.00	57,040.00	1,293.00
17	51,520.00	52,809.00	54,129.00	55,482.00	56,870.00	58,291.00	59,748.00	61,241.00	1,389.00
18	55,059.00	56,435.00	57,846.00	59,292.00	60,774.00	62,295.00	63,851.00	65,446.00	1,484.00
19	58,589.00	60,055.00	61,556.00	63,095.00	64,673.00	66,288.00	67,945.00	69,643.00	1,579.00
20	62,127.00	63,680.00	65,273.00	66,905.00	68,578.00	70,293.00	72,047.00	73,848.00	1,674.00
21	65,680.00	67,322.00	69,006.00	70,730.00	72,497.00	74,312.00	76,170.00	78,072.00	1,770.00
27	121,540.00	122,275.00	123,011.00	123,746.00	124,482.00	125,217.00	125,953.00	126,688.00	735.00
28	126,690.00	127,425.00	128,161.00	128,896.00	129,632.00	130,367.00	131,103.00	131,838.00	735.00
93	27,189.00	27,869.00	28,567.00	29,280.00	30,013.00	30,762.00	31,531.00	32,318.00	733.00
94	29,320.00	30,052.00	30,803.00	31,573.00	32,362.00	33,170.00	34,000.00	34,850.00	790.00
95	32,212.00	33,016.00	33,841.00	34,688.00	35,554.00	36,444.00	37,356.00	38,289.00	868.00
96	42,572.00	43,635.00	44,727.00	45,844.00	46,991.00	48,165.00	49,370.00	50,603.00	1,147.00
97	50,685.00	51,951.00	53,251.00	54,580.00	55,948.00	57,346.00	58,780.00	60,248.00	1,366.00
98	30,663.00	31,431.00	32,217.00	33,021.00	33,847.00	34,694.00	35,559.00	36,448.00	826.00
99	38,714.00	39,682.00	40,675.00	41,690.00	42,733.00	43,799.00	44,897.00	46,019.00	1,044.00

**Appendix D.5
LONGEVITY SCHEDULE - CSEA**

Salary Grade	Current Longevity (2001-2002)	Effective 1/1/03
1	564	689
2	595	719
3	616	747
4	646	776
5	672	805
6	700	833
7	732	867
8	774	907
9	815	952
10	865	1,003
11	917	1,065
12	999	1,144
13	1,106	1,257
14	1,210	1,377
15	1,326	1,496
16	1,441	1,615
17	1,556	1,734
18	1,670	1,853
19	1,784	1,972
20	1,899	2,091
21	2,016	2,211
27		3,575
28	3,389	3,720
93	768	914
94	837	986
95	931	1083
96	1,263	1431
97	1,516	1704
98	884	1031
99	1,142	1301

APPENDIX D.6

Beeper Compensation Schedule

GRADE	IF CARRY BEEPER EVERY 3 WEEKS OR LESS	IF CARRY BEEPER EVERY WEEK OR EVERY OTHER WEEK
1	55	110
2	57	114
3	59	118
4	62	124
5	64	128
6	66	132
7	69	138
8	72	144
9	76	152
10	80	160
11	85	170
12	92	184
13	101	202
14	111	222
15	121	242
16	131	262
17	141	282
18	150	300
19	160	320
20	170	340
21	180	360
27	300	600
28	300	600

APPENDIX E
Rules For The Administration Of The Salary Plan

1. **NEW APPOINTEES**: A new appointee appointed to a position in a class shall be paid the minimum rate paid for the class unless the Commissioner of Personnel, after consultation with the department head, shall certify to the County Legislature that it is impracticable to recruit at that particular time for the position at the then minimum salary. The County Legislature may then authorize recruitment at a higher step of the salary scale for such position.

2. **TEMPORARY OR PROVISIONAL APPOINTEES**: An employee who has been continuously employed under temporary or provisional appointment shall, upon appointment on a permanent basis to a position with the same class title, be credited with the length of time as a provisional or temporary employee in determining the salary of his position.

3. **PROMOTIONS AND VOLUNTARY DEMOTIONS**: When an employee is promoted to a position in a higher grade, he shall be placed on that step of the new grade which is closest to the sum of his former rate plus the average increment step in the new grade. When an employee elects a voluntary demotion to a position in a lower grade, he shall be placed on the same increment step in the new grade as he was on in the former grade.

4. **REASSIGNMENTS**: There shall be no immediate change in the salary rate of an employee reassigned to a new position unless his salary is below the approved minimum of the new position. If any employee is reassigned to a position having a higher salary range than the class from which he was reassigned, such change shall be deemed to be a promotion and the legal provisions governing promotions will apply.

5. **REALLOCATION**: When an employee's position is reallocated or reclassified downward, the employee shall continue at the same grade and step, receiving increments and longevities as though no reallocation took place. New employees hired to this position shall be hired at the new and lower grade.

When an employee's position is reallocated or reclassified (unless upward reclassification is deemed a promotion for Civil Service purposes, in which case the promotion rule is applicable), the employee shall be placed on that step of the new grade which is nearest to but higher than his/her present salary and shall be, entitled to such annual increments and longevities which may be due.

Rule 5 shall not apply to Psychiatrists on staff on the date of ratification of this Agreement.

6. **REINSTATEMENTS**: A reinstated employee shall be paid at a salary rate within the approved salary range for the position to which he is reinstated, but not in excess of the salary received at the time he vacated his position. If an appointment to a higher level position fails to mature into a permanent appointment and the employee is reinstated to his former position without a break in service, the employee shall be placed at the step he would have received had he remained in the

former position and had the unit head awarded the increments in accordance with the annual review.

7. PART-TIME EMPLOYMENT: All rates prescribed in the scales of pay are the standard rates of pay authorized for full-time employment. When employment is on a part-time basis, only the proportionate part of the rate for the time actually employed shall be paid.

8. TEMPORARY ASSIGNMENT IN HIGHER GRADE POSITION: An employee assigned on a temporary or limited basis to a higher grade position shall receive the minimum of the higher grade position during such assignment unless his present rate of pay exceeds such minimum. Under such circumstances, the employee will be compensated in accordance with the procedure for promotion (Rule 3 above). This rule shall not be applicable in those instances where a temporary assignment is made as a result of either (1) one vacation period per calendar year (not to exceed three weeks) taken by another employee in a higher level position; or (2) the absence of any employee for a period of one workday or less.

9. TRAINEES: Persons appointed to trainee positions shall be paid the minimum of the grade less one average increment for the grade. Upon completion of the trainee program, the trainee shall be paid in accordance with the salary grade established for the class. This rule may be modified in exceptional cases by agreement of the County and the Union.

10. STEP PLACEMENT FOR NURSE PRACTITIONER, PSYCHIATRIST I, AND PSYCHIATRIST II: The Commissioner of Mental Hygiene may authorize the appointment of a Nurse Practitioner, Psychiatrist I, or Psychiatrist II, to the grade and step in grade, which reflects the appointees' education, experience (post residency for Psychiatrists), and certification(s).

APPENDIX F

TITLES EXCLUDED FROM OVERTIME COMPENSATION AT TIME AND ONE HALF RATES

Assistant Director of Public Health Nursing
Assistant Water Resources Manager
Associate Public Health Sanitarian
Clinical Research and Services Director
Clinical Unit Administrator
Community Mental Health Counselor
Coordinator of Special Needs Services
Development and Design Coordinator
Director of Communicable Disease Control
Director of Services
Environmental Laboratory Director
Graphic Designer
Micro Computer System Administrator
Micro Computer/Word Processing Specialist
Nurse Practitioner
Nursing Supervisor
Occupational Programs Coordinator
Planner
Probation Unit Administrator
Programmer/Analyst
Programmer/Analyst (GIS)
Programmer/Analyst (MH)
Programming and Operations Supervisor/MH
Psychiatrist
Psychiatrist I
Psychiatrist II
Psychologist I
Psychologist II
Public Health Advisor
Public Health Engineer
Radiological Specialist
Safety Coordinator
Senior Planner
Senior Public Health Advisor
Senior Public Health Engineer
Senior Public Health Sanitarian
Social Worker I
Social Worker I (Spanish Speaking)

APPENDIX F

TITLES EXCLUDED FROM OVERTIME COMPENSATION AT TIME AND ONE HALF RATES

Social Worker II
Social Worker II (Spanish Speaking)
Software Specialist (CCBET)
Speech Therapist
Supervising Public Health Engineer
Supervising Public Health Nurse
Supervising Social Worker
Supervising Youth Worker
Systems Analyst
Systems Analyst (GIS)
Systems Network Administrator
Systems Specialist (CCBET)
Traffic Engineer
Transportation Program Administrator

APPENDIX G

Health Insurance Eligibility and Effective Date of Coverage

If you apply for coverage within one (1) month from the date your employment begins, your effective date will be the first day of the second month from the date of your application.

For example: If you are hired on January 2nd and apply on January 31st, your effective date will be March 1st. However, if you apply on February 2nd, your effective date will be April 1st.

If an employee is hired on the first day of the month and applies on the same date, the effective date will be the first day of the following month.

For example: If you are hired on February 1st and apply February 1st, your effective date will be March 1st.

PLEASE NOTE: If you apply for coverage more than one (1) month after your employment begins, coverage will be effective the first day of the third month after your date of application.

For example: If you are hired on January 1st and apply on February 2nd, your coverage would be effective May 1st.

APPENDIX H

Titles Requiring Twenty Days Notice Upon Separation

1. Psychiatrist I and II
2. Psychologist I and II
3. Social Worker I and II; Social Worker I and II (Spanish Speaking)
4. Chemical Dependency Counselor
5. Community Mental Health Counselor
6. Supervising Social Worker
7. Nurse Practitioner

APPENDIX I
Disability Benefits

Weekly Disability Income:

50% of average weekly wage, maximum of \$170.00 per week; minimum of \$20.00 per week

Duration of Benefits:

26 weeks of disability per 52 weeks.

Waiting Period:

7 days.

APPENDIX J
Recoupment

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

1. When employees or departments become aware of an overpayment, the Personnel Department and Finance Department shall be notified in writing. Notification shall include the name of the employee and the nature and duration of the overpayment.
2. Personnel shall notify the Union by contacting the Union President. The Union shall be notified of the affected employees, the amount and the reason for the overpayment.
3. Finance shall investigate the overpayments and determine if overpayments were made and recoupment is necessary.
4. The Finance Department shall notify each employee in writing of the amount and reason or the overpayment and the payment or recoupment schedule to be followed. Payroll deductions will be used. Deductions shall be made at the rate of \$40.00 per payroll until the recoupment is satisfied. Payroll deductions will commence on the second payday following the date of notification.
5. If the recoupment is not satisfied and the employee leaves County employment, the balance of the recoupment will be taken from the employee's last paycheck.
6. If a recoupment schedule of \$40.00 per payroll represents an undue hardship to an employee, the employee may request to the Personnel Department that a lesser recoupment be taken. The decision of the Personnel Department on the request shall be final. Until the decision is made by the Personnel Department, there shall be no recoupment made by the Finance Department.

Date: March 12, 1998

APPENDIX K
Alcohol and Drug Abuse Policies and Procedures

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

Alcohol and Drug Abuse

Policy Statement

In order to ensure a safe working environment for all employees and provide the most effective delivery of services to residents of Dutchess County, it is the policy of Dutchess County that no employee may manufacture, distribute, dispense, use, sell, purchase, possess or be under the influence of alcohol or other illegal/controlled chemical substance, except prescription medication, during scheduled business hours or while on or using County owned property. The County recognizes that alcohol and chemical substance abuse are progressive, potentially fatal diseases, which may affect employee's lives and relationships with families and/or co-workers, quality of life and job performance. The County encourages and Supports employees who seek: voluntary treatment. Employees must abide by the terms of this policy statement as a condition of employment and failure to do so may result in disciplinary proceedings. However, nothing herein is intended to diminish the rights of an employee under the collective bargaining agreement or the law.

Guidelines

1. Using, selling, manufacturing, distributing, dispensing, being under the influence of or impaired by or possessing alcohol (unless in a sealed container) or any illegal/controlled chemical substance on County premises is prohibited.
2. When there is probable cause to believe that an employee has violated this policy, the infraction shall be reported to the department head or his designee or where that is not appropriate, to the Commissioner of Personnel (hereafter, any of these individuals will be referred to as the investigating official), who will be responsible for investigating the incident in an appropriate manner.
3. If the employee appears to be under the influence of an illegal/controlled chemical substance or alcohol, form SUB-AB-01, "attached hereto as Exhibit A," shall be completed by the investigating official. The employee will be told he may voluntarily admit he is under the influence of alcohol or other chemical substance. The circumstances, as described by the employee, will be added to form SUB-AB-01.
4. Employees who are on-call and are expected to respond to emergency situations, or who have responsibility for snow removal and have been notified of an impending storm prior to leaving work, are expected to comply with this policy statement for the entire duration of time they are on-call.

5. This policy is not intended to prohibit consumption of alcohol at County facilities (e.g. Parks) during an employee's off duty hours. Where permits are required, they will be obtained through the normal procedures required by the facility.

6. Any employee covered under a grant program as described in 41 USC Section 702 (the Drug Free Workplace Act) or 55 Federal Register 21677 et. seq. must notify his Department head in writing of any conviction for violation of a criminal drug statute in the work place within five calendar days of the conviction.

Procedures

1. A violation of the policy is observed and is reported to the department head, his designee or the Commissioner of Personnel, as appropriate.

2. The investigating official determines if there is reasonable cause to believe a violation of policy has occurred because of overt behavioral manifestations. These may include: slurred speech, unstable gait, alcoholic breath, redness of the eyes, flushed face, unfocused gaze, inability to comprehend normal conversation, poor coordination or other atypical or abnormal behavior or the employee was observed using alcohol or using an illegal chemical substance on or in County owned property.

3. Thereafter, the investigating official fills out an Alcohol/Substance Abuse Incident Report and contacts the Personnel Department to make arrangements to send the employee to a health care professional for immediate evaluation. If the employee is a member of the bargaining unit, the employee shall be advised of his right to contact the Union for representation.

4. The investigating official should discuss the problem with the employee. The employee should be offered the opportunity to admit he is or was under the influence of alcohol or an illegal controlled chemical substance. The circumstances, as described by the employee, will be added to form SUB-AB-01. The investigating official shall order the employee to go to the health care professional for evaluation if directed by the Personnel Department.

5. If the employee voluntarily admits he has violated this policy, the employee shall be scheduled for counseling with his supervisor at a later date and given a copy of the memo pertaining to the scheduled counseling session.

6. If there is reasonable suspicion of the possession or sale of an illegal/controlled chemical substance, the investigating officer, shall fill out form SUB-AB-01 and shall report the incident to the Personnel Department which will take such action as necessary which may, as appropriate, include a referral to law enforcement officials.

7. If the conclusion of the health care professional is positive, e.g., indicates that the employee was under the influence of alcohol or an illegal chemical substance, the employee is relieved from duty for the remainder of his scheduled work shift and may charge it against vacation, compensatory time or in-lieu holiday accruals.

8. If the results of the evaluation session by the health care professional are positive, the employee will be referred to the Employee Assistance Program for initial treatment, recommendations or may choose treatment through his health care provider. Employees' must follow initial treatment recommendations and must submit proof of attendance, participation, progress and prognosis to the Personnel Department. In addition, the employee must comply with the alcohol and drug abuse policy for the duration of his employment with Dutchess County. The employee may utilize any appropriate benefit time during and for his treatment. This may include accumulated sick time for those treatment incidents which cannot reasonably be scheduled other than during the employee's actual scheduled work hours. Treatment costs will be borne either, by the employee or through his health insurance plan.
9. The department will make all reasonable efforts to accommodate the treatment program, e.g. through a flexible work schedule.
10. When an employee provides written notice to the department head of a conviction of a criminal drug statute, the department head will notify the Personnel Department immediately. The employee will be referred to the Employee Assistance Program as in number 8 above.
11. If the employee is covered under a grant program as described in 41 USC Section 702 or 55 Federal Register 21677, the Personnel Department will notify the appropriate federal agency of the conviction including the position title of the employee and the grant identification number.
12. The requirement to go to a health care professional (#3 and #4 above), to be relieved from duty (#7 above) or to follow treatment recommendations (#8 above) will be mandatory on any employee. The employee shall have no standing to file a contract grievance regarding such a mandate. A contract grievance arbitrator will not have any jurisdiction over such a case nor have authority to render a decision.
13. An employee allegation of an improper application of this policy shall be submitted in writing to the Commissioner of Personnel, within 10 days thereof, for review. Upon the employee's request, the Commissioner shall meet and confer with the employee's Union representative with respect to the issues raised by such allegation. The Commissioner shall review and decide, upon the merits of the employee's allegation. He shall mail his decision to the employee within ten working days of the Submission. Although the Commissioner need not conduct a formal fact-finding hearing, he may do so to seek such additional information as appropriate to reach a decision. County officials shall make such administrative changes as necessary to accommodate the Commissioner's decision.

EXHIBIT A
ALCOHOL/SUBSTANCE ABUSE INCIDENT REPORT

Employee Name:

Date:

Department:

Time:

Witnesses:

Place:

Part I (To be completed by investigating official):

The following overt behavior was exhibited by this employee: (Please circle) bloodshot eyes, slurred speech, alcohol on breath, poor coordination, accident, physical altercation, verbal altercation, unusual behavior, possession of substance. Other (describe):

Witness' Signature

Investigating Official Signature

Part II (To be completed and signed by employee)

Employee Statement:

Employee's Signature

Part III (To be completed and signed by investigating official):

Action Taken:

Notified Personnel:

(Time/Date)

Notified Union:

(Time/Date)

Referred for Evaluation:

(Time/Date)

SUB-AB-01

DATE: 02/20/92

APPENDIX L
Stipulations

Attached are some of the most frequently used Stipulations. Other Stipulations, not attached, remain in effect unless they have "sunset" by their terms or have otherwise been terminated.

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

A. Parking Deduction - CSEA has asked the County to take a payroll deduction from requesting employees so that CSEA may contract to secure bulk parking spaces from the City of Poughkeepsie at a discount for certain unit employees. In addition to its obligation to make certain payroll deductions set forth in Section 2 "Membership Dues" of Article II of the contract, the County agrees to make an additional payroll deduction as set forth below:

1. The County will begin making a parking payroll deduction on September 20, 1996 for those employees who request such in writing by August 31, 1996 on a form prescribed by the County.
2. The County will make bi-weekly (14 day) payroll deductions in the amount designated by the employee on the parking payroll deduction authorization request form.
3. Requests for deductions beginning after August 31, 1996 must be submitted on the appropriate authorization form at least three weeks prior to the payroll for which the deduction is to be made.
4. Any request to modify the parking payroll deduction or to begin or stop a deduction shall be on at least three weeks' notice to the County on the appropriate authorization form. No more than two changes can be made in any calendar year.
5. The County shall send deductions for employee parking on the Monday following each pay day to Allright Poughkeepsie, P.O. Box 300, Poughkeepsie, New York 12602 or as the City otherwise advises upon reasonable notice. The check shall be accompanied by the following information: a list of each employee for whom a deduction has been made and the amount of that deduction.
6. The County will not make any modifications or adjustments to deductions to correct for over or under payments to the City for parking. All such adjustments shall be made between the City and CSEA or the employee by separate arrangements as those parties may so decide.
7. The County's sole responsibility shall be to make the deductions as provided on the parking payroll deduction authorization and to forward that on the Monday following each payroll with the information referenced in paragraph 5 hereof to Allright Poughkeepsie or as the City otherwise advises upon reasonable notice.

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

The County and the Union agree to modify the contract provisions of Appendix E, Section 9 Trainees as follows for employees who are promoted to trainee positions:

1) Increment and longevity awards may be made to qualifying employees pursuant to the annual performance appraisal, effective the first full pay period following the employee's adjusted anniversary date. Effective January 1, 1994 increment and longevity awards may be made to qualifying employees pursuant to the annual performance appraisal, effective on the employee's adjusted increment and/or longevity date.

2) Longevity awards will be paid at the job group rate for the employee's current position.

3) Increment awards will be paid at the job group rate for the employee's current position.

4) Upon completion of the traineeship, the employee will be placed in the grade of the full performance position at the step closest to but higher than the employee's current step. Any existing longevity will not be considered in this computation and will remain at the job group rate in effect at the time of the appointment to the trainee position.

5) This stipulation applies to the following titles:

Social Welfare Worker I	-trainee
Social Welfare Worker II	-full performance
Engineering Aide Trainee	-trainee
Engineering Aide	-full performance
Probation Officer Trainee	-trainee
Probation Officer	-full performance

Additional titles may be added as necessary.

6) This stipulation will take effect on January 1, 1987 for eligible employees, whose anniversary dates fall after that day. Any awards will be retroactive to the first full pay period following the employee's anniversary date.

Dated: 3/23/87

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

Employees paid on an hourly basis shall be permitted to accrue up to 45 days of vacation based on the normal workday for their title, as if they were a full time employee, prorated as described in Article X section 13 of the collective bargaining agreement. Employees with a normal workday of eight hours may accrue up to 360 hours. Employees with a normal workday of seven hours may accrue up to 315 hours. Any time accrued beyond the limit will be forfeited by the Employee. Employees will receive a notice that they are approaching their vacation limits on their paycheck.

If the hourly Employee moves to a full time position or vice versa, his vacation time will move with him.

If an Employee leaves County employment, he may be paid for a maximum of 45 days of vacation based on their normal prorated working schedule. For example, employees who work 17.5 hours per week may only be paid up to a limit of 157.5 hours.

Employees who work 20 hours per week may only be paid up to a limit of 180 hours.

The cap on vacation time for employees paid on an hourly basis will be effective on 12/31/96.

